

Uttarakhand Seeds & Tarai Development Corporation Ltd.

Pantnagar, P.O. Haldi, Distt. Udham Singh Nagar (U.K.)

PHONE-05944-230233, 230222, FAX 05944-230500

Website: www.pantnagarseeds.com, www.ukstdc.com

E-Mail: tdc@uaseedsandtdc.com



Expression of interest for empanelment of Private /Co-operative/MNC (registered in India) seed producers as “Business Associate” for supply of Foundation, Certified, TL, Hybrid seeds of various cereals, oil, pulses, vegetable and fodder etc.

The Managing Director U.K.S. & T.D.C. Ltd. invites Expression of Interest (E.O.I.) in sealed cover from intending different Private/Co-operative/MNC (registered in India) seed producers engaged in seed production/marketing for empanelment as “Business Associate” in each state of India, for supply of various classes of seeds of different crops/varieties as per requirement of U.K.S. & T.D.C. Ltd. The sealed Expression of Interest should be submitted to this office on or before 05-02-2018. The details of the Expression of Interest is available on the Corporation’s website.

Managing Director

Business Associate Application Form
UTTARAKHAND SEEDS & TARAI DEVELOPMENT CORPORATION LTD.
PANTNAGAR, P.O. HALDI, DISTT. UDHAM SINGH NAGAR, UTTARAKHAND
Phone: 05944-233222, 05944-230347, Fax: 05944-230500, 230240.

1. Name of Company :
2. Address :
3. Name of Chief Executive :
4. Contact Person with Designation :
5. Contact No. Landline with STD code & Mobile No. :
6. E-mail :
7. Fax No. :
8. Website, if any :
9. Experience in seed production (No. of years) :
10. Year wise Annual Turnover with balance sheet :
11. Seed License as per seed control order 1983 for every state where the company desires to work :
12. G.S.T. registration for interstate :
13. Income tax return of last two years :
14. Do you have your own marketing Network (If Yes, give details) :

15. Major crops under production :
programme during previous year
(Furnish crop-wise/variety-wise)
details Jayad/kharif/Rabi
16. Details of seed experts working in :
Company
(for seed production activities)
17. Details of seed production and :
processing Facilities-
- a) Area in Ha, registered with
seed certification agency at the
time of making application.
 - b) Area wise name if
crop/varieties under production
programme
(Jayad/Rabi/Kharif)
 - c) Source of Breeder/Foundation
Seeds
 - d) Do you undertake own Breeder
to foundation seed production
Programmes (If yes give crop-

wise details for
rabi/kharif/jayad)

18. Do you have your own or on leased :
processing unit.
19. Location and size of seed processing :
plant (Pls mention owner's details in
case plant is taken on lease/hire)
20. Whether the applicant have own :
godown
21. Location and size of Godown :
(Please mention owner's details if
godown is on lease/hire)
22. Description of Plant and Machinery :
in seed

Processing Plant with make and
model
23. Do you have own R&D facility (if :
yes please give details) viz.

(1) Is R&D facility recognized by
CSIR.

(2) If no than which agency has
Recognized you R&D

(3) Do you employ any qualified
scientists/breeders for R&D if
yes give their details with
name and qualification and
their period of employment
with you company

24. Any other relevant information :

Place

Date

Name/Designation/Signature

of Authorized Signatory

(with stamp)

GENERAL GUIDELINES FOR UNDERTAKING PRODUCTION AND MARKETING OF CERTIFIED/TRUTHFULLY LABELED SEEDS OF VARIOUS CROPS/VARIETIES FOR UTTARAKHAND SEEDS AND TARAI DEVELOPMENT CORPORATION LTD. AND EMPANELMENT OF CERTIFIED SEED PRODUCTION ORGANIZER/SUPPLIERS AS BUSINESS ASSOCIATES.

1. With a view to enhance the production and marketing of certified/truthfully labeled seeds of such crops which are not being produced by the Corporation due to uncertain demand or unsuitable climate in Uttarakhand Production of foundation/certified/truthful labeled seeds of such crops will be undertaken by Uttarakhand Seeds & Tarai Development Corporation Ltd. Herein referred as U.K.S. & T.D.C. across the country through Business Associate who will be able to supply/sale the so produced seed in the brand name “Pantnagar Seeds/T.D.C.”. Such seed production organizers are herein referred as Business Associate.

The total cost involved in seed production, processing, packing, storage and transport up to purchasers end would be borne by the Business Associate.

2. Business Associate would mean :

- A. Any individual Firm, who is having his/her/their own agriculture land and is undertaking own production of seed in any lease hold property, as per requirement of seed production, or.
- B. A cooperative society or individual firm who can organize a group of farmers and can undertake group farming on behalf of U.K.S. & T.D.C. for seed production, or

C. Any seed producing Indian Company/Multinational Company or seed producing firm who can undertake seed production in “Pantnagar T.D.C.” brand name, or

An organizer who gets empanelled with U.K.S. & T.D.C. as Business Associate shall also be eligible for supply/sale of seeds of crops produced by them all over India as per terms & conditions of U.K.S. & T.D.C.

3. Requirement for Business Associate :

a) Experience : The Business Associate should have at least two years experience in certified seed production and should be registered with State production and seed certification agency of the respective state. The society must, however, get itself registered with state seed certification agency authority and complete all other required formalities before undertaking seed business with U.K.S. & T.D.C.

b) Turnover : The Business Associate should have a minimum average turnover of Rs. 2.00 crores per annum during two previous financial years for the sale of certified seeds produced under certified seed production programme and must be registered with the state seed certification agency.

a) Infrastructure :

(i) The Business Associate should have seed processing facilities under self-ownership or on lease hold/hire basis.

(ii) The Business Associate must have duly qualified experts for supervising the production, processing activities of seed production.

4. Role of Business Associate :

- a)** The Business Associate will be required to submit a detailed action plan for implementing programme for production of foundation/Certified/truthful labeled seeds of mutually agreed crops for all the three season i.e. Kharif, Rabi and Summer/Zaid (containing details such as name of the grower specific State, well in advance before starting of each crop season.
- b)** The quantity and variety of certified seed to be produced will be finalized by U.K.S. & T.D.C. in consultation with Business Associate on mutually acceptable terms.
- c)** Based on approved programme for production of certified seeds, the Business Associate shall inform U.K.S. & T.D.C. about the availability of breeder/foundation seeds and in case the seed is unavailable the Business Associate will purchase the breeder seed from the Agriculture Universities/ICAR institutions and the cost of the same will be borne by the Business Associate.
- d)** The Business Associate will complete all formalities, towards registration of U.K.S. & T.D.C. name with the respective State Certification Agency, for undertaking certified seed production programme in the name of U.K.S. & T.D.C. and deposit mandatory documents and fees for the same.
- e)** Business Associate will undertake the production programme of only the approved crop/varieties. The Business Associate shall undertake production of seeds as per the stipulated guidelines laid by U.K.S. & T.D.C. and shall

- indemnify U.K.S. & T.D.C. against all losses that may be caused on account of action or inaction on part of the supplier.
- f)** The total cost of certified/truthfully labeled seed production, will be borne by the Business Associate and no investment should be made by U.K.S. & T.D.C., for production of mutually agreed crops/varieties.
 - g)** The Business Associate will be required to monitor the growth of the designated crop, for which certified seed is to be produced, give guidance to grower regarding usage of inputs and also monitor every aspect of crop/seed production till harvesting, grading, packing, storage and distribution/delivery. After the crop has been harvested, the processing grading and packing of the seed so produced will be carried out by the Business Associate at its own cost.
 - h)** After the certification process is over, the Business Associate shall inform U.K.S. & T.D.C. about the exact quantity of certified seed got and the quantity of uncertified seeds.
 - i)** The Business Associate will be fully responsible for any complaint regarding quality of the certified seed so produced and shall provide all necessary certificates/reports from state seed certification authority or govt. approved labs as may be required by U.K.S. & T.D.C. The business associate shall indemnify U.K.S. & T.D.C. from all cost, risks and responsibilities that may arise on account of action or inaction on the part of the associate.
 - j)** No sale of certified seed so produced will be made by the business associate in open market without the concurrence of U.K.S. & T.D.C.

- k)** Business Associate will keep/deposit the total quantity of certified seed produced or procured in CWC/SWC warehouse/own godowns in the name of U.K.S. & T.D.C. The Corporation will issue delivery order to the supplier for lifting the certified seeds from the warehouse against orders received from various departments and other agencies etc. Business Associate will take insurance policy equivalent to 110% ex godown value of the stored seed in favor of U.K.S. & T.D.C..
- l)** However, in case there is an immediate requirement of a particular variety through a confirmed supply order from any Govt. department agency etc. the condition of keeping/depositing the stock in the designated warehouse may be relaxed by U.K.S. & T.D.C.
- m)** The Business Associate will be solely responsible for disposal of the entire quantity of certified seed so produced or procured. If any quantity remains unsold/indisposed, the entire losses, if any, will be borne by the Business Associate and U.K.S. & T.D.C. will not be responsible in any manner.
- n)** That U.K.S. & T.D.C. will retain 15% of payment of the associate which will be released only after receipt of all necessary documents like certificates, quality report, valid acknowledgement from the buyer etc. as may be required by U.K.S. & T.D.C. and satisfactory completion of supplies in all respects including the realization of payment from the purchaser institution.

5. Role of U.K.S. & T.D.C. :

- a)** That the proposals received from organizers/suppliers for empanelment will be examined by a committee constituted by the corporation for that purpose,

which committee shall examine all relevant documents and papers, and on being satisfied that the same are in conformity with all the rules & regulations will be empanelled and will also be required to deposit a security of at least Rest. 1 lac to 2.5 lac as per business slab by way of DD to get empanelled for undertaking the seed production programme with U.K.S. & T.D.C.

- b)** The quality control aspect of certified seed production programme organized through Business Associate will be undertaken by head office through project offices of U.K.S. & T.D.C. The Corporation will enter in to the crop season wise agreement with the Business Associate for undertaking the seed production programme in the prescribed format (copy enclosed). The seed production program shall be monitorized by the seed production section.
- c)** After the certified seed production has been approved by U.K.S. & T.D.C., the Corporation will communicate the details of crop-wise, variety wise and quantity wise certified seed production programme to be undertaken by the Business Associate for U.K.S. & T.D.C. and accordingly, the Business Associate will initiate certified seed production programme.
- d)** U.K.S. & T.D.C. reserves the right to inspect the fields and processing unit of the business associate where certified seed production and processing is being undertaken.
- e)** U.K.S. & T.D.C. will not be responsible for any loss occurred due to climate disturbances or from any natural calamities.

- f)** The payment to the Business Associate will be released after U.K.S. & T.D.C. has received the payment from the agencies/state government to whom the certified seed has been sold.
- g)** The Corporation will charge 10% service margin for seed sold (on the quantity) which is produced on behalf of Corporation and 5% service margin will be charged on the product which belong to business associate.
- h)** That in consideration of services rendered by the Business Associate right from the procurement of foundation seed till labeling of the certified seeds, the Business Associate shall be entitled to service charges at the rate of 10% after deducting the T.D.S. (i.e. the T.D.S. shall be deducted from 10% service charge).

**FORMAT OF AGREEMENT FOR UNDERTAKING
FOUNDATION/CERTIFIED/TRUTHFUL LABELED SEED PRODUCTION**

This Agreement executed on this day of between the Uttarakhand Seeds And Tarai Development Corporation working registered under the company act having its registered office at Haldi, Pantnagar, Dist. Udham Singh Nagar, Uttarakhand dealing with production and distribution of seeds, hereinafter referred to as "U.K.S. & T.D.C. Ltd"(which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and authorized representatives) as the party of the **FIRST PART**

AND

M/s.....having its registered office at
And.....represented by ShriS/o Shri.....hereinafter called the Business Associate (which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and authorized representatives) as the party of the **SECOND PART.**

WHEREAS

Business Associate has agreed to producequintals offoundation/certified/truthful labeled seed during Zaid/Kharif/Rabi season as per the terms and conditions laid down herein under:
The procurement price and supply schedule agreed for production /supply shall be as follows:

1. Sl. No.
2. Crop/Variety class of seed
3. Qty (Qtls)
4. Supply date schedule
5. Procurement Price for graded/foundation/ certified/truthful labeled packed seed agreed
6. Procurement price at par with respective state seed corporation or as decided by the corporation.

1. Role of Business Associate:

- a)** The Business Associate will be required to submit a detailed action plan for implementing program for production of foundation/Certified/truthful labeled Seeds of mutually agreed crops for all the three seasons i.e. Kharif, Rabi and Summer/Zaid (containing details such as name of the grower farmer, address, khasra no. and area, season-wise crop/variety) for a specific State, well in advance before starting of each season.
- b)** The quantity and variety of certified seed to be produced would be finalized by U.K.S. & T.D.C. in consultation with Business Associate on mutually acceptable terms. The rate of processed seed ex-godown including cost of packing material would be decided mutually.
- c)** Based on the approved program for production of certified seeds, the Business Associate will inform U.K.S. & T.D.C. about the availability of breeder/foundation seeds, in case the seed is available. If not the Business Associate will purchase the breeder seed from the Agriculture Universities/ICAR institutions and the cost of the same will be borne by the Business Associate.
- d)** The Business Associate would complete all formalities, towards registration of U.K.S. & T.D.C. name with the respective State Certification agency, for undertaking certified seed production program in U.K.S. & T.D.C. name and deposit mandatory documents and fees for the same.
- e)** Business Associate will undertake the production program of only the approved crop/varieties. The business associate shall undertake production of seeds as per the stipulated guidelines laid by U.K.S. & T.D.C. and shall indemnify U.K.S. & T.D.C. against all losses that may be caused on account of action or inaction on part of the supplier.
- f)** The total cost of certified/truthfully labeled seed production, will be borne by the business associate and no investment would be made by U.K.S. & T.D.C., for production of mutually agreed crops/varieties.
- g)** The Business Associate will be required to monitor the growth of the designated crop, for which certified seed is to be produced, give guidance to grower regarding usage of inputs and also monitor every aspect of crop/ seed production till harvesting, grading, packing,

storage and distribution/ delivery. After the crop has been harvested, the processing, grading and packing of the seed so produced will be carried out by the business associate.

- h)** After the certification process is over, the Business Associate will inform U.K.S. & T.D.C. about the exact quantity of certified seed got and the quantity of uncertified seeds.
- i)** The Business Associate will be fully responsible for any complaint regarding quality of the certified seed so produced and shall provide all necessary certificates/reports from state seed certification authority or govt. approved labs as may be required by U.K.S. & T.D.C. The business associate shall indemnify U.K.S. & T.D.C. from all costs, risks and responsibilities that may arise on account of action or inaction on the part of the associate.
- j)** No sale of certified seeds so produced will be made by the business associate without the consent of U.K.S. & T.D.C.
- k)** Business Associate will keep/deposit the total quantity of certified seed produced in CWC/SWC warehouse in the name of U.K.S. & T.D.C. The Corporation will issue delivery order to supplier for lifting the certified seed from the warehouse against orders received from various departments and other agencies etc. However, in addition to CWC/SWC warehouse the seed may also be stored by the Business Associate in his own plant/godown subject to the Business Associate will take insurance policy equivalent to 110% ex-godown value of the stored seed in favor of U.K.S. & T.D.C. concerned branch at his own cost; however, in case there is an immediate requirement of a particular variety through a confirmed supply order from any Govt. department/ agency etc. the condition of keeping/depositing the stock in the designated warehouse may be relaxed by U.K.S. & T.D.C.
- l)** The business associate will be solely responsible for disposal of the entire quantity of certified seed so produced. If any quantity remains unsold/ indisposed of, the entire losses, if any, will be borne by the Business Associate and U.K.S. & T.D.C. will not be responsible in any manner.

- m)** U.K.S. & T.D.C. will retain 15 % of payment of the associate which will be released only after receipt of all necessary documents like certificates, quality reports, valid acknowledgements from the buyer, etc. as may be required by U.K.S. & T.D.C. and satisfactory completion of supplies in all respects including the realization of payment from the purchase institution.

2. Role of U.K.S. & T.D.C.:

- a)** That the proposals received from organizers/suppliers for empanelment will be examined by a committee constituted by the corporation for that purpose, which committee shall examine all relevant documents and papers, and on being satisfied that the same are in conformity with all the rules & regulations will be empanelled and will also be required to deposit a security of at least Rs. 1 lac to 2.5 lac as per business slab by way of DD to get empanelled for undertaking the seed production programme with U.K.S. & T.D.C.
- b)** The quality control aspect of certified seed production programme organized through Business Associate will be undertaken by head office through project offices of U.K.S. & T.D.C. The Corporation will enter in to the crop season wise agreement with the Business Associate for undertaking the seed production programme in the prescribed format (copy enclosed). The seed production program shall be monitorized by the seed production section.
- c)** After the certified seed production has been approved by U.K.S. & T.D.C., the Corporation will communicate the details of crop-wise, variety wise and quantity- wise certified seed production program to be undertaken by the U.K.S. & T.D.C. and accordingly the Business Associate will initiate certified seed production program.
- d)** U.K.S. & T.D.C. reserves the right to inspect the fields and processing unit of the business associate where the certified seed production and processing has been undertaken.

- e) U.K.S. & T.D.C. will not be responsible for any loss occurred due to climatic disturbances or from any natural calamities.
- f) The payment to the Business Associate will be released after U.K.S. & T.D.C. receives the payment from the agencies/state governments to whom the certified seed has been sold.
- g) U.K.S. & T.D.C. will charge a profit margin of 10% on the seed cost, for the seed produced by the Business Associate in the name of U.K.S. & T.D.C. Seed produced or purchased by the Business Associate will attract service margin of 5%.
- h) That in consideration of services rendered by the Business Associate right from the procurement of foundation seed till labeling of the certified seeds, the Business Associate shall be entitled to service charges at the rate of 10% after deducting the T.D.S. (i.e. the T.D.S. shall be deducted from 10% service charge).

ARBITRATION: In case any dispute arises between “U.K.S. & T.D.C. Ltd” and the Business Associate in respect of the supplies of different items on the interpretation of any clause of the present agreement on any subject arising in respect of the present agreement, the same shall be referred to the Chairman of “U.K.S. & T.D.C. Ltd” who may decide the same or nominate any officer. The decision of the arbitrator would be final and binding on both the parties. That only the courts at Rudrapur (Udham Singh Nagar) shall have and no other court shall have the jurisdiction to decide any dispute between the parties.

The parties shall be governed by the Arbitration and Conciliation Act 1996. The venue of the arbitration will be Haldi Pantnagar.

This agreement is valid for the period of 2 years and can be extended on mutual consent.

In witness whereof, the parties hereto have set and subscribed their respective hand and seal on this agreement on the day, month, year first as mentioned in the presence of the following witness:

FOR & ON BEHALF OF BUSINESS ASSOCIATE

FOR & ON BEHALF OF U.K.S. & T.D.C.

WITNESS:

WITNESS:

1.

1.

2.

2.

संलग्नक : I

**उत्तराखण्ड सीड्स एण्ड तराई डेवलपमेण्ट कारपोरेशन लिमिटेड,
पंतनगर, पत्रालय हल्दी, जनपद ऊधमसिंह नगर।**

विविधीकरण (बिजनेस एसोसियेट) नियमावली-2017

नियमावली

दिनांक 12 अक्टूबर, 2017 को किसान भवन, देहरादून में सम्पन्न निगम के निदेशक मण्डल की 228वीं बैठक में निदेशक मण्डल द्वारा अपने प्रदत्त अधिकारों का प्रयोग करते हुये यह नियमावली अंगीकृत की गयी।

सामान्य निर्देश

1	संक्षिप्त शीर्षक:	1.	इस नियमावली का संक्षिप्त नाम विविधीकरण (बिजनेस एसोसियेट) नियमावली 2017 है।
		2.	यह नियमावली उत्तराखण्ड सीड्स एण्ड तराई डेवलपमेण्ट कारपोरेशन लिमिटेड में तत्कालिक प्रभाव से लागू होगी।
2	परिभाषायें:	1	“बिजनेस एसोसियेट” से तात्पर्य ऐसी फर्मो/उत्पादक संस्थाओं से है, जिनको निगम का बीज व्यवसाय बढ़ाने हेतु निगम में पंजीकृत किया गया हो।
		2	“ब्राण्ड नेम” का आशय “पंतनगर बीज ” से है।
		3	“निगम” का अभिप्राय उत्तराखण्ड सीड्स एण्ड तराई डेवलपमेण्ट कारपोरेशन लिमिटेड से है।
		4	“विविधीकरण” से आशय निगम के मुख्य बीज व्यवसाय कार्यक्रम के साथ-साथ निगम की सकल आय में वृद्धि किये जाने के निमित्त बिजनेस एसोसियेट के माध्यम से बीज, अन्य कृषि उत्पादों तथा अन्य कृषि सम्बन्धी उत्पादों का व्यवसाय किया जाना।
		5	“प्रबन्ध निदेशक” से आशय उत्तराखण्ड सीड्स एण्ड टी0डी0सी0 के प्रबन्ध निदेशक से है।
		6	“अध्यक्ष” से आशय उत्तराखण्ड सीड्स एण्ड टी0डी0सी0 के अध्यक्ष से है।
		7	“निदेशक मण्डल” से आशय उत्तराखण्ड सीड्स एण्ड टी0डी0सी0 के निदेशक मण्डल से है।
		8	“मार्जिन” से आशय विक्रय मूल्य पर दिये गये प्रतिशत पर लाभ की गणना से है।
		9	“सोल आर्बीट्रेटर” से आशय निगम एवं बिजनेस एसोसियेट की सहमति से नियुक्त आर्बीट्रेटर से है।
3	उद्देश्य:	1	इस नियमावली का उद्देश्य निगम की विद्यमान वित्तीय स्थिति, व्यवसायिक प्रतिस्पर्धा व चुनौतीपूर्ण परिस्थितियों को दृष्टिगत रखते

			हुये निगम में विविधीकरण के माध्यम से व्यवसायिक सहयोगी(बिजनेस एसोसियेट) नियुक्त कर उन क्षेत्रों में व्यवसाय में वृद्धि करना है, जिन क्षेत्रों में निगम द्वारा अभी कार्य नहीं किया जा रहा है।
		2	जिन बीजों का उत्पादन निगम द्वारा पूर्णरूपेण नहीं किया जा पा रहा है, उनको बिजनेस एसोसियेट के माध्यम से उत्पादित/क्रय कराकर विक्रीत करना/कराना।
		3	जिन बीजों का उत्पादन निगम द्वारा नहीं किया जाता है, उनको बीज माँग के आधार पर बिजनेस एसोसियेट के माध्यम से उत्पादित/क्रय कराकर विक्रीत करना/कराना।
4	फर्मों को चिन्हित करने का मापदण्ड	1	यथा आवश्यकतानुसार बिजनेस एसोसियेट की नियुक्ति हेतु व्यापक प्रसार वाले प्रमुख समाचार पत्र में विज्ञापन प्रकाशित किया जाना होगा।
		2	प्रत्येक राज्य के लिए बिजनेस एसोसियेट का चयन निगम स्तर से इस कार्य हेतु गठित समिति द्वारा किया जाएगा। समिति द्वारा प्राप्त आवेदनों के प्रपत्रों, अभिलेखों आदि का परीक्षण नियमों एवं विनियमों के आधार पर कर, अनुरूप पाए जाने पर बिजनेस एसोसियेट का चयन किया जाएगा।
		3	बिजनेस एसोसियेट का पंजीकरण/नियुक्ति तीन वर्ष की अवधि के लिये होगी तथा बिजनेस एसोसियेट का नवीनीकरण गत वर्ष में किये गये व्यवसाय के सन्तोषजनक होने को दृष्टिगत रखते हुये किया जाएगा।
		4	बीज व्यवसाय हेतु बिजनेस एसोसियेट के पास बीज लाईसेन्स होने की अनिवार्यता होगी।
		5	बिजनेस एसोसियेट कोई भारतीय नागरिक, साझेदारी फर्म अथवा भारत में पंजीकृत कोई बहुराष्ट्रीय कम्पनी हो सकती है।
		6	यदि एक राज्य के लिये एक से अधिक प्रस्ताव प्राप्त होते हैं, तो निगम हित-लाभ को दृष्टिगत रखते हुये एक ही प्रस्ताव को स्वीकार किया जायेगा।
		7	एक राज्य के लिये एक ही बिजनेस एसोसियेट की नियुक्ति की जायेगी। यदि एक ही फर्म एक से अधिक राज्य के लिये इच्छुक हो, तो उसे पृथक-पृथक राज्यवार पंजीकरण कराना होगा।
		8	सम्बन्धित फर्म द्वारा न्यूनतम विगत दो वर्षों से बीज व्यवसाय का कार्य किया जा रहा हो।
		9	यह आवश्यक होगा कि बिजनेस एसोसियेट की आर्थिक स्थिति सुदृढ़ हो और उसके द्वारा विगत दो वर्षों में न्यूनतम रु0 2.00 करोड़ का व्यवसाय किया गया हो तथा विगत दो वर्षों में वह लाभ की स्थिति में हो जिसका आंकलन चार्टर्ड एकाउण्टेंट द्वारा सत्यापित बैलेन्स शीट के आधार पर किया जाएगा।

		10	नवीनीकरण उन्हीं बिजनेस एसोसियेट का किया जायेगा, जो अपने निर्धारित न्यूनतम व्यवसाय के लक्ष्यों की पूर्ति करेंगे।																									
		11	जिन राज्यों हेतु निगम की आवश्यकता के अनुसार बिजनेस एसोसियेट हेतु आवेदन पत्र प्राप्त नहीं होंगे, उन राज्य के लिये नये सिरे से विज्ञापन समाचार पत्रों में प्रकाशित किया जाना होगा।																									
5	बिजनेस एसोसियेट का कार्य क्षेत्र	1	उत्तराखण्ड, उत्तर प्रदेश, बिहार राज्य के अतिरिक्त निगम के व्यवसाय को बढ़ाने के निमित्त भारत वर्ष के अन्य राज्यों में भी नियुक्त बिजनेस एसोसियेट कार्य कर सकेंगे।																									
		2	यदि किसी राज्य के लिए नियुक्त बिजनेस एसोसियेट उस राज्य के लिए पर्याप्त रूप में वांछित बीजों की आपूर्ति नहीं कर पाता है और दूसरे राज्य के लिए नियुक्त बिजनेस एसोसियेट उक्त आपूर्ति करने का इच्छुक है तो उस स्थिति में सम्बन्धित राज्य के लिए नियुक्त बिजनेस एसोसियेट की सहमति से उस राज्य के लिए दूसरे राज्य के नियुक्त बिजनेस एसोसियेट को उक्त आपूर्ति का दायित्व सौंपा जा सकता है।																									
		3	यदि किसी राज्य में निगम स्वयं निविदा प्रक्रिया में सीधे प्रतिभाग करता है, तो उस राज्य में अथवा अन्य राज्य के लिए नियुक्त बिजनेस एसोसियेट टेण्डर में निगम ब्राण्ड अथवा अन्य किसी ब्राण्डनेम से निविदा में प्रतिभाग नहीं कर सकेगा। ऐसा करने पर पंजीकरण निरस्त करने एवं जमानत धनराशि जब्त करने का अधिकार निगम प्रबन्धन के पास सुरक्षित रहेगा।																									
		4	यदि उत्तराखण्ड/उत्तर प्रदेश/बिहार राज्य में कोई बिजनेस एसोसियेट क्रमशः 25,000.00 कुन्तल/50,000.00 कुन्तल/1,00,000.00 लाख कुन्तल या उससे अधिक के बीजों की आपूर्ति हेतु बल्क आर्डर प्राप्त करता है तथा निगम के पास उक्त मात्रा का पर्याप्त बीज उपलब्ध है तो उस स्थिति में निगम द्वारा उत्पादित अथवा अधिप्राप्त बीज को ही प्राथमिकता के आधार पर आपूर्ति करेगा। सम्बन्धित बीज मात्रा को निगम मुख्यालय स्थित संयंत्रों/गोदामों से निर्धारित एक्स गोदाम दर के आधार पर उपलब्ध कराया जायेगा, जिस पर विक्रेता कमीशन 9 प्रतिशत के स्थान पर 10 प्रतिशत देय होगा, जबकि कोई वितरक कमीशन देय नहीं होगा।																									
6	बिजनेस एसोसियेट की श्रेणी व निर्धारित शुल्क		<table border="1"> <thead> <tr> <th>श्रेणी</th> <th>न्यूनतम व्यवसाय</th> <th>जमानत धनराशि</th> <th>पंजीयन शुल्क</th> <th>नवीनीकरण शुल्क</th> </tr> </thead> <tbody> <tr> <td>“ए”</td> <td>5.00 करोड़</td> <td>2.50 लाख</td> <td>10,000.00</td> <td>5,000.00</td> </tr> <tr> <td>“बी”</td> <td>2.50 करोड़</td> <td>2.00 लाख</td> <td>15,000.00</td> <td>7,000.00</td> </tr> <tr> <td>“सी”</td> <td>1.00 करोड़</td> <td>1.50 लाख</td> <td>20,000.00</td> <td>10,000.00</td> </tr> <tr> <td>“डी”</td> <td>0.50 करोड़</td> <td>1.00 लाख</td> <td>25,000.00</td> <td>12,000.00</td> </tr> </tbody> </table> <p>सभी श्रेणी के बिजनेस एसोसियेट को न्यूनतम बीज व्यवसाय सीमा के अनुसार बीज व्यवसाय करना अनिवार्य होगा।</p>	श्रेणी	न्यूनतम व्यवसाय	जमानत धनराशि	पंजीयन शुल्क	नवीनीकरण शुल्क	“ए”	5.00 करोड़	2.50 लाख	10,000.00	5,000.00	“बी”	2.50 करोड़	2.00 लाख	15,000.00	7,000.00	“सी”	1.00 करोड़	1.50 लाख	20,000.00	10,000.00	“डी”	0.50 करोड़	1.00 लाख	25,000.00	12,000.00
श्रेणी	न्यूनतम व्यवसाय	जमानत धनराशि	पंजीयन शुल्क	नवीनीकरण शुल्क																								
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			<p>अधिकतम की कोई सीमा नियत नहीं है।</p> <p>यदि कोई बिजनेस एसोसियेट अपनी श्रेणी के लिए निर्धारित व्यवसाय एक वर्ष में नहीं कर पाता है तो निगम द्वारा उसे अपनी स्थिति एवं निर्धारित व्यवसाय सुधारने हेतु एक अवसर दिया जाएगा और अगर एक वर्ष की अग्रिम अवधि में भी वांछित व्यवसाय देने में असमर्थ रहता है तो उसे श्रेणीवार डाउनग्रेड कर दिया जाएगा तथा दो वर्ष में न्यूनतम व्यवसाय न देने की स्थिति में 2.50 प्रतिशत मार्जिन अवशेष व्यवसाय की धनराशि का निगम को देय होगा।</p> <p>न्यूनतम व्यवसाय, जमानत धनराशि, पंजीयन शुल्क एवं नवीनीकरण शुल्क में प्रति वर्ष 10 प्रतिशत की वृद्धि अनिवार्य रूप से की जायेगी।</p>
7	बिजनेस एसोसियेट का दायित्व	1	<p>बिजनेस एसोसियेट द्वारा आपसी सहमति से चयनित फसल/प्रजाति के प्रमाणित/सत्यापित बीज का उत्पादन करने वाली बीज मात्रा हेतु उत्पादन से सम्बन्धित कार्य यथा जनक/आधारीय/प्रमाणित बीज की व्यवस्था कराना, उत्पादन हेतु स्वयं द्वारा लीज पर ली गयी भूमि अथवा कृषक समूह का चयन कर उत्पादन कार्यक्रम कराना, सम्बन्धित राज्य के प्रमाणीकरण संस्था में निगम के नाम से पंजीयन कराना, उत्पाद का समय-समय पर निरीक्षण कराना, मानकों के अनुरूप उत्पाद का अन्तःग्रहण, विधायन व आवश्यकतानुसार पैकिंग कराना व मॉगानुसार संचलन कराना आदि। यहाँ यह भी स्पष्ट करना है कि बीज उत्पादकों से सम्बन्धित व्यय यथा बीज मूल्य, पंजीयन, निरीक्षण शुल्क, विधायन शुल्क एवं विधायन सामग्री इत्यादि समस्त व्यय का दायित्व बिजनेस एसोसियेट का होगा। किसी भी प्रकार का व्यय निगम द्वारा वहन नहीं किया जायेगा।</p>
		2	<p>निगम को आवश्यक प्रपत्रों यथा कृषकों की पंजीयन सूची, निरीक्षित क्षेत्रफल की सत्यापित सूची, बीज प्रमाणीकरण संस्था की निरीक्षण आख्यायें आदि को उपलब्ध कराना। बिजनेस एसोसियेट को बीज श्रोत से सम्बन्धित सत्यापित अभिलेख उपलब्ध कराना होगा।</p>
		3	<p>उत्पादित बीजों की विपणन की सम्भावना तलाश करना तथा बीजों का विपणन करना।</p>
		4	<p>बीजों की मात्रा, जिनका उत्पादन न तो निगम द्वारा और न ही बिजनेस एसोसियेट द्वारा किया गया है, का प्रबन्ध किया जाना।</p>
		5	<p>जिन राज्यों में निगम अपना बीज व्यवसाय कर रहा है, उन राज्यों में जिन फसल/प्रजातियों की निगम द्वारा आपूर्ति नहीं की जा रही है, वहाँ उन फसल/प्रजातियों का बीज व्यवसाय करना।</p>
		6	<p>यदि किसी बिजनेस एसोसियेट द्वारा समय पर बीजों की आपूर्ति नहीं की जाती है और उससे निगम को कोई क्षति होती है तो</p>

			उसकी क्षतिपूर्ति की जिम्मेदारी बिजनेस एसोसियेट की होगी।
8	निगम का दायित्व	1	प्रक्षेत्र स्तर से लेकर ग्रेडिंग/पैकिंग/भण्डारण एवं राज्य सरकारों/संस्थाओं को बीज आपूर्ति तक प्रत्येक स्तर पर निर्धारित मानकों के अनुसार गुणवत्ता सुनिश्चित करना।
		2	कृषकों के पंजीयन एवं प्रमाणीकरण संस्था से सम्बन्धित सभी प्रपत्रों/ अभिलेखों का रिकार्ड रखना।
		3	बिजनेस एसोसियेट के माध्यम से किये गये क्रय सम्बन्धी अभिलेखों, जोकि बिजनेस एसोसियेट द्वारा अन्य संस्थाओं से क्रय किये जा रहे हैं, का रखरखाव एवं विक्रीत बीजों का बीजक निर्गत करना।
		4	बिजनेस एसोसियेट के व्यवसाय सम्बन्धी लेखा अभिलेखों का रखरखाव।
9	व्यवसायिक मार्जिन	1	बिजनेस एसोसियेट द्वारा निगम ब्राण्ड नेम से किये जाने वाले समस्त बीजक निगम के नाम से प्राप्त किये जायेगे तथा विक्रय बीजक निगम द्वारा जारी किये जायेगे। विक्रय की धनराशि पर 5 प्रतिशत कमीशन निगम का होगा एवं बिजनेस एसोसियेट का अधिकतम मार्जिन 10 प्रतिशत रहेगा, जिसमें नियमानुसार टी0डी0एस0 की कटौती निगम द्वारा की जाएगी।
		2	बिजनेस एसोसियेट द्वारा जिन बीजों का निगम के नाम से रजिस्ट्रेशन कराकर उत्पादन एवं विपणन किया जायेगा उसमें निगम का सर्विस मार्जिन 10 प्रतिशत रहेगा तथा बिजनेस एसोसियेट का मार्जिन 5 प्रतिशत रहेगा।
10	अन्य	1	नियुक्त किये जाने वाले बिजनेस एसोसियेट को निगम के साथ निर्धारित प्रारूप पर एक अनुबन्ध करना होगा।
		2	किसी भी विवाद के लिये निगम के अध्यक्ष अथवा उनके द्वारा नामित अधिकारी "सोल आर्बिट्रेटर" के रूप में दोनो पक्षों को मान्य होंगे। वाद की स्थिति उत्पन्न होने पर न्यायिक प्रक्रिया का कार्यक्षेत्र उत्तराखण्ड स्थित रूद्रपुर, उधम सिंह नगर न्यायालय रहेगा।
		3	उपरोक्त नियमावली में किसी भी प्रकार की शिथिलता एवं संशोधन निगम के अध्यक्ष की अनुमति से निदेशक मण्डल द्वारा किया जा सकेगा।
		4	उपरोक्त समस्त बिन्दुओं पर अन्तिम निर्णय लेने का सर्वाधिकार निगम प्रबन्धन के पास सुरक्षित रहेगा।