

NATIONAL SEEDS CORPORATION LIMITED
“BEEJ BHAVAN’ Pusa Complex, New Delhi

Regional Office:

Area Office:

UNDERTAKING FOR CONTRACT PRODUCTION OF SEEDS/TUBER

This undertaking for arranging contract production of Seeds/Mother Blubs/Tubers for NSC is made of Date.....at.....Tal.....Distt.....State.

BETWEEN

National Seeds Corporation Ltd.RO.....

National Seeds Corporation Ltd.AO.....(Center seal)

AND

Shri/Smt.....

Aadhar Card No.

Age.....Years.....Occupation

Village..... Post.....

Taluka..... Distt.....

State..... Post.....

Phone(With STD Code)..... Mobile No.....

Bank A/C No.(Linked to Aadhar):.....

Name of the Bank Branch.....

Code No.....(same code will be treated as lot no.for seed.)

(Hereinafter called as Grower)

The seed grower is ready to produce seeds/ seed bulbs/seed tubers hereinafter referred to as Raw Seed of varietyof crop.....of Class.....(Foundation(F-I/F-II) / Certified (C-I/C-II) /Truthful) hereinafter to be referred as "Production Programme".

In Survey No./Block No.....of Village
 P.O..... Taluka
Distt
 State.....Pin..... hereinafter to be referred as "Production Area".

The land is.....(owned/leased). The leased land belongs to Shri.....Whose Aadhar Card No.is.....

The (Attach Copy) Production Area & Location will be specific to the above and cannot be changed by the grower unless specifically allowed for change & approved in writing by NSC. The sowing/planting will be done on area of..... and.....minimum quantity raw seed to be given to NSC shall be.....qtls.(+5%) (on SMR basis). and shall exclusively use the same for the Production Programme. The maximum quantity shall not exceed the SMR for the estimated yield declared by SSCA after due inspection of the seed plots.

Following are the accepted terms of this contract production for mutual benefit and interest as under:

1. The grower shall pay to NSC the cost of Breeder/Foundation/Certified Seed-I, seed required for production/ seed bulbs/tubers in advance by demand draft or cash for the production programme. The cost of same is not refundable in any circumstances. The Registration, Field Inspection, Seed Testing and Certification Charges/Fees as applicable being levied by the State Seed Certification Agency will be paid by the grower in advance at the time of agreement and before each crop season except processing charges. These charges/Fees shall be non-refundable.
2. The grower shall not sell or transfer the production seed material to anyone else for whatsoever reason. NSC shall not be responsible for any quality complaints of such production seed material if disposed by grower to anyone else or if used for any other purpose.
3. The grower shall undertake that he is not taken/arranged production programme of any crop/variety in the same season on the same piece of land on which production programme of NSC is taken/arranged. In case it is found so the grower

shall be held responsible for the legal consequences thereof initiated by NSC/SSCA/Govt. enforcement authorities.

4. The grower shall not transfer and or sublet the production programme to anybody else.
5. The Grower shall ensure and accept the liability to ensure that the Production Programme shall conform to all the technical requirements and standards of seed production as prescribed in the Indian Minimum Seed Certification Standards 2013 or as amended from time to time (unless specified otherwise in the annexure, if any) and or as informed by NSC in writing failing which the crops shall be liable to be rejected in part or full as may be necessary.
6. The grower shall raise the crop as single crop as mentioned in this agreement and not as mixed crop, inter crop, companion crop or ratoon crop.
7. The source of seed/bulbs/planting material use for seed production are from the source Breeder/Foundation/Certified/Truthful seed of Lot No.....purchased from.....vide Cash Memo /Bill No.....dated.....Tag No.....Certificate No.....and produce during the year.....in area of.....hectare under certification/truthful production on field.
8. The field standards (General & Specific) for raw seed production such as isolation, distance, roughing etc. as specified by Seed Certification Agency/NSC or representative (s) will be taken care and ensurdly done by the grower. In absence of the aforesaid Seed Certification Agency/NSC has every right to reject the plot and in such cases grower will be himself/herself responsible for his own financial loss and NSC shall not be liable for payment of any compensation whatsoever .
9. The NSC and State Seed Certification Agency's representative has every right to inspect the Production Programme and Production Area at any stage and any reasonable day/ time.
10. Any loss due to accident or other unavoidable reasons will be borne by the grower only. The NSC will not be responsible for any damage to the crop in field or during transit while bringing the produce to the complex/premises of NSC. NSC shall not be liable for payment of any compensation/loss to grower for any damages/losses to the grower for any reason whatsoever including accidental or natural calamities of weather etc.
11. The entire produced seed as per standards as estimated on the basis of crop condition indicated in the final inspection report shall be offered to NSC by the grower. He shall not sell or transfer the produce eligible for procurement by NSC to anybody else until or unless allowed by NSC to do so in writing.

12. Only properly pre-cleaned, sorted, graded, well cured raw seed will be delivered by the grower to the NSC at their premises at.....Taluka.....Dist..... in their own packing at his/her own cost. The NSC would procure the seeds/bulbs/tubers of following specifications only.
13. The grower would arrange sorting, grading as per below mentioned standards before handing over raw seed in their own packing to the NSC for procurement/storage.

SPECIFICATIONS OF BULBS (FOR PROCUREMENT BY NSC)

| S. No | Onion | Garlic | Potato | Other Crop Seeds |
|-------|--|---|---|--|
| 1 | Size 4.5 cm- 6.0 cm diameter | Size 3.5 cm- 6.0 cm and above | Size 3.0 cm- 5.0 cm diameter | |
| 2 | Uniform shape and colour of bulbs as per the varietal characters | Uniform shape and colour of bulbs and clove size as per the varietal characters | Uniform shape and colour as per varietal characters | As per IMSCS-2013. It should not be rain touched and should have good luster should be free from disease & insect damage. It should be precleaned/ sieved. |
| 3 | Thin necked, unbolted bulbs | Fully matured unbolted bulbs | Properly cured and healthy tubers | |
| 4 | Tight skinned, no twin& double bulbs, free from insect and disease | Tight skinned & no splitting, free from insect and disease damage | Free from disease an insect damage | |
| 5 | Perfectly cured, healthy bulbs. | Perfectly cured, healthy bulbs. | - | |

14. If the grower offers less quantity or no quantity of raw seed or in default of the specifications specified above then he shall be liable for punitive action by way of no allocation of further production programme for a period of 2 years. Further after 2 years the grower in order to be entitled to be eligible for allotment of production programme shall have to pay a penalty of Rs.1000/- per acre to NSC.
15. The grower declares and do hereby authorizes NSC to make the due payment in case of grower's death to the person nominated by the grower whose name and address is as follows:

Name of Nominee.....Age.....

Aadhar No.....

Son/Daughter/Wife of.....

Village P.O.....

TalukaDistt

State.....Pin code.....

Bank A/C No.....linked to Aadhar.....

Bank Name.....

16. The raw seed as per the specification prescribed would be only procured by NSC at the agreed rates (hereinafter referred to as procurement rates) for acceptable quality quantity. The rejected seeds bulbs/tubers would be sold out by the grower at his own cost. The NSC will not procure under or over sized seed bulbs doubles/twins/bolted, damaged, bruised, off shaped, splitted, off colour bulb/tuber not suitable for prolonged storage under any circumstances.
17. The Procurement Policy/Growers rates shall be decided as per Annexure -I which shall be jointly signed by AO & Grower and shall not be in deviation of the rates and policy decided and approved by NSC, HO. In case it so found to be in deviation of decided and approved policy and rate of NSC, HO, the AM & AO shall be only responsible and made liable for criminal action of deceit & acted upon.
- "However whenever RM proposes to recommend for reasons of marketability a lower procurement price than that arrived as per standard policy of NSC, the RM may so propose which shall be binding on the growers, farmers ". In such a case no upward revision in procurement price shall even be considered at later stage.
18. The procurement rates to be given to the growers shall be for Good and STL/QCL passed seed only.
19. Wherever the Corporation decides to give the rates on Raw Seed basis instead of "Good and STL/QCL Passed Seed " same shall be communicated to grower in writing in advance of the Production Programme and shall only be treated as valid.
- 19A. Wherever APMC rates are not available for crops the procurement rates shall be decided by a Price Committee of the Regional Office comprising following members:
1. Regional Manager
 2. Asstt.Acctts. Officer (AAO)/Incharge Acctts.
 3. Manager (Prodn.)
 4. Manager(Mktg.)
 5. Area.Manager (AM)/I/C of Area Office

The Committee shall visit the Mandis, Markets, farmers, traders, processors etc. related to seed dealings and decide the Procurement Rate which shall be got approved from the Head Office of NSC as per official procedure.

20. Oral communication of procurement rates between NSC & Grower shall not be valid and legal & will be rejected by NSC outright.
21. Non lifting/provision: The grower shall take at his expense from the processing plant the rejected ears, wastes, seed discards, under-sizes seeds, empty cobs etc, after cleaning and grading and seed lots rejected on basis of test reports within 15 days from the date of intimation to the grower failing which rent at the rate of 50 paise per day per quintal of rejected material shall be charged after the expiry of the prescribed period. The NSC reserves the right to dispose of the produce in the manner deemed fit, after the expiry of the prescribed period and recover the rent due from the credit balance if any, in the growers account. In case of Cauliflower snow ball, NSC shall not return the rejected seeds, seed discards, under-sizes seeds etc. after processing to the grower.
22. Advance shall be released by RO based on recommendation of Area Office which should/shall be based on supported by APMC rates of the particular month of receipt of raw seed. The advance shall be payable on 80% of Average of Highest APMC rates on **the 100% quantity** delivered by the grower at the time of intake. The advance shall be paid by NEFT/RTGS only to the farmers account specified herein in the agreement and in whose name the production area should be necessarily registered. Final payment will be released by NSC RO/AO.....to the growers directly to their saving account through NEFT/RTGS, after signing of the IDP note by the grower, the IDP note duly signed by the grower will be sent by AO to RO will all required documents and RO will ensure to release the payment to grower within reasonable time.
23. The crop planted under NSC seeds/bulbs/tubers production programme by grower and which is inspected and approved by it, the produce shall not disposed of to any other person/party by the grower under any conditions. If any grower sales the seeds/mother bulbs/seed tubers directly to any other party/person, action will be taken against respective grower.
24. The NSC is not bound to procure the seeds onion/garlic bulbs tubers of potato from the plots other than approved programme or from the programme not inspected by NSC.
25. The NSC reserve the right to terminate the Contract Agreement without giving any notice under circumstances beyond their control and in such case grower will be fully responsible for disposal of seeds/bulbs/tubers produced.

- 26. The agreement has been read & explained to the grower in his own mother tongueThe grower do hereby declare that he/she has understood fully the contents thereof.
- 27. This agreement is to be signed and implemented, it is mutually understood and agreed between seed grower & NSC. If any dispute arises in this matter and any transactions as per this agreement the jurisdiction will be.....India only.

SIGNED, SEALED & DELIVERED

By the:

National Seeds Corporation Limited Through: It's Authorize Signatory.

Mr./Mrs.....

SIGNED, SEALED & DELIVERED

By the farmer/producer

Mr./Mrs.....

IN THE PRESENCE OF WITNESSES:

1.....

| | |
|------|-----------|
| Name | Signature |
|------|-----------|

.....

Address

2.....

| | |
|------|-----------|
| Name | Signature |
|------|-----------|

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Address