

## UNDERTAKING FOR CONTRACT PRODUCTION OF SEEDS

This undertaking for arranging contract production of Soybean Seeds for ICAR-Indian Institute of Soybean Research, Khandwa Road, Indore thereafter denoted as ICAR-IISR is made on the Date.../06/2019 at ICAR-Indian Institute of Soybean Research, Khandwa Road, Indore.

### BETWEEN

ICAR-INDIAN INSTITUTE OF SOYBEAN RESEARCH, Khandwa Road, Indore (Center seal)

### AND

Shri/ Smt..... (Aadhar Card No.....) DOB/ Age.....  
Occupation..... Village ..... Post ..... Taluka..... Distt.....  
State: Madhya Pradesh, Phone (With STD Code)..... Mobile No. .... Bank A/C No.  
(Linked to Aadhar):..... Name of the Bank and Branch.....IFSC Code No  
..... (same code will be treated as lot no. for seed) (Hereinafter called as Grower).

The seed grower is ready to produce seeds hereinafter referred to as Raw Seed of variety .....of Soybean 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 ICAR-IISR. The sowing/ planting will be done on area of ...hectares and .....minimum quantity raw seed to be given to ICAR-IISR 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 ICAR-IISR the cost of Breeder/ Foundation/ Certified Seed-I, seed required for production in advance by demand draft or online payment 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(SSCA) will be paid by the grower in advance at the time of agreement. These charges/fees shall be nonrefundable. In case of seed Grower belonging to SC/ST Category, the certification charges will be borne by the institute subject to production of valid certificate from seed growers belonging to SC/ST category.
2. Minimum seed production area to be allotted to seed grower will be as per SSCA norms.

3. The grower shall not sell or transfer the production seed material to anyone else for whatsoever reason. ICAR-IISR shall not be held responsible for any quality complaints of seed material.
4. The grower shall not production programme of any crop/variety in the same season on the same piece of land on which production programme of ICAR-IISR is taken/arranged. The grower shall raise the crop as single crop as mentioned in this agreement and not as mixed crop, inter crop or companion crop. In case of any violation the grower shall be held responsible for the legal consequences thereof initiated by ICAR-IISR/SSCA/Govt. enforcement authorities.
5. The grower shall not transfer and or sublet the production programme to anybody else.
6. The Grower shall ensure and accept the liability to ensure that the Production Programme shall confirm to all the technical requirements and standards of seed production as prescribed in the Indian Minimum Seed Certification Standards or as amended from time to time (unless specified otherwise in the annexure, if any ) and or as informed by ICAR-IISR in writing failing which the crops shall be liable to be rejected in part or full as may be necessary.
7. The source of seed used for seed production is 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/ICAR-IISR or representative (s) will be taken care and assuredly be done by the grower. In absence of the aforesaid Seed Certification Agency/ICAR-IISR has every right to reject the plot and in such cases grower will be himself/herself responsible for his own financial loss and ICAR-IISR shall not be liable for payment of any compensation whatsoever. 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 pre-cleaned/ sieved.
9. The ICAR-IISR 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 ICAR-IISR will not be responsible for any damage to the crop in field or during transit while bringing the produce to the complex/premises of ICAR-IISR. ICAR-IISR 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 ICAR-IISR by the grower. He shall not sell or transfer the produce eligible for procurement by ICAR-IISR to anybody else until or unless allowed by ICAR-IISR to do so in writing.

12. Only properly pre-cleaned, sorted, graded raw seed will be delivered by the grower to the ICAR-IISR, Crystal IT Park Chauraha, Khandwa Road, Indore-452001 in their own packing at his/her own cost.
13. The seed grower will be black listed to ensure the targeted seed production, to maintain the seed quality and in future no production programme will be allotted to them in following cases:
14. Not tendering of raw seeds from seed production programme
15. Selling of seeds to others from ICAR-IISR production programme
16. Off-types plants more than the standards and reporting substandard by QCT/STL continuously twice
17. If genetic purity complaints are received after distribution of procured seeds and after investigation and approval by competent authority
18. The grower declares and do hereby authorizes ICAR-IISR 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 ..... Taluka ..... Distt ..... State..... Pin.....  
 Bank A/C No..... linked to Aadhar No.....  
 Bank Name and Address..... IFSC Code.....
19. The raw seed of acceptable quality as per the specification prescribed would be only procured by ICAR-IISR at the agreed rates (hereinafter referred to as procurement rates) for acceptable quality quantity. The rejected seeds should be sold out by the grower at his own cost. The ICAR-IISR will not procure under or over sized seed not suitable for prolonged storage under any circumstances.
20. The procurement rates to be given to the growers shall be for Good and STL/QCL passed seed only.
21. Non lifting/provision: The grower shall take at his expense from the processing plant the rejected, wastes, seed discards, under-sizes seeds 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 a period of two months ICAR-IISR reserves the right to dispose of the produce in the manner deemed fit and recover the rent due from the credit balance in the growers account.
22. The initial payment shall be payable on 80% of Average of Highest APMC rates at the time of delivery of seeds to ICAR-IISR, Indore on the 100% quantity delivered by the grower. 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 ICAR-IISR to the growers directly to their saving account through NEFT/RTGS.
23. **The final rate of seeds will be finalized on the quantity of processed or quantity of packed seed at the following rate:**
  - a) The rate will be finalized on the basis of APMC rate during the month of Dec, 2019 (1<sup>st</sup> Dec. to 31<sup>st</sup> Dec, 2019). The rate will be the average of highest APMC rates + Incentive (25% over the average

of highest APMC rate) or Govt. subsidy (75% of 2500/- + 100) if applicable limited to Rs. 1950/- per quintal.

- b) The procurement price (average of highest APMC + Incentive) shall not be less than MSP.
  - c) The rate may be reconsidered by the committee on the basis of prevailing market and seed demand during the month of Jan- March, 2020.
  - d) Gunny bags rebate will be paid @Rs. 12/- per quintal and gunny bags will be returned after final packing. Transportation rebate will be paid on finally procured quantity with IDP Note payment @ 0-50 km – Rs. 25/- per quintal, 51-100 km – Rs. 40/- per quintal and 101 and above - Rs. 50/- per quintal. The loading/ unloading charges at seed processing plant will be borne by the seed grower.
24. The crop planted under ICAR-IISR seeds 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 seed directly to any other party/person, action will be taken against respective grower.
25. The ICAR-IISR is not bound to procure the seeds from the plots other than approved programme or from the programme not inspected by ICAR-IISR.
26. In case of foundation seed production programme allotted not meeting FS standard but meeting CS seed standard in such cases seed can be procured as CS subject to written request of seed growers and payment will be made in CS category. The discretion of procurement of such seeds will be with ICAR-IISR, Indore.
27. The ICAR-IISR 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 produced.
28. The agreement has been read & explained to the grower in his own mother tongue ..... The grower do hereby declare that he/she has understood fully the contents thereof.
29. This agreement is to be signed and implemented. It is mutually understood and agreed between seed grower & ICAR-IISR. If any dispute arises in this matter and any transactions as per this agreement the jurisdiction will be Judicature at Indore (MP) only.

SIGNED, SEALED & DELIVERED by the ICAR-IISR, Indore through it's Authorize Signatory.

Mr./ Mrs .....

IN THE PRESENCE OF WITNESSESS:1.....

Name & Signature.....

SIGNED, SEALED & DELIVERED by the farmer/ producer Mr./Mrs.....

Address.....

IN THE PRESENCE OF WITNESSESS:2.....

Name & Signature.....

Address.....