



राष्ट्रीय बीज निगम लिमिटेड

-भारत सरकार का उपक्रम)मिनिरल कम्पनी(

बीज भवन, पूसा परिसर

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NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

(CIN : U74899DL1963GOI003913)

Website: www.indiaseeds.com

CENTRAL STATE FARM, JAWALAGERA

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Terms & Conditions for Seed Production of Kharif& Rabi Crops on share basis at Central State Farm, Jawalagera(Raichur).

1. The Land will be assigned to the farmer who intent to take up seed production of different crops at the farm land inKharif and Rabi/summer seasons separately.
2. Seed production programme of different crops shall be offered on share basis. The Kharif season crops can be sown from June to September and Rabi season crops can be sown from September to January.
3. Tenders for Kharif crops shall be invited in the month of March and tender for Rabi crops shall be invited in the month of June.
4. The tenderer will be entitled to carry out the production programme as per terms and conditions and the ownership of the land will remain with the farm.
5. The agreement shall cease to exist on completion of the production programme of particular season.
6. The prospective tenderers shall have to deposit lot wise EMD at the rate of Rs.1000/- per acre (Rupees One thousand only) for participation in the tender. The EMD should be deposited in the form of DD drawn in favour of "NATIONAL SEEDS CORPORATION LIMITED" on any authorized Bank payable at Sindhanur. The EMD of successful tenderer shall be converted into Security Deposits while that of the unsuccessful tenderer shall be refunded through cheque within a week without any interest on such amount. Security Deposits of the successful tenderer shall be refunded on successful completion of the production programme without any interest on such amount.
7. The Land will be assigned to the tenderer on "As is where is" basis and reclamation/ development work required, if any, shall be carried out by the tenderer at his cost.
8. The irrigation water for raising the crops will be made available as per the availability of water in the canal/P.O. However, in case shortage of water is felt, the tenderer will be allowed to lift water from the adjoining farm tank to meet out the irrigation requirement at his (tenderer's) cost. While lifting of water from the tank, the tenderer will ensure to maintain a minimum of 5 ft. water level from the bottom of the tank.
9. Selection of crop/ varieties/class will be the sole discretion of the farm authorities and the tenderer will abide by the same.
10. The tenderer has to hand over whole quantity of produce to the farm. The tenderer will have to share a percentage of raw seed with the farm towards the land and water utilization, which will be decided through tender by the farm authorities on the basis of **maximum percentage offered as farm's share**. The farm will retain the tenderer's share also and reimburse for the same in lieu of cost of inputs and maintenance of the crop, as detailed below:-
 - a. The produce (Tenderer's share) of the crop i.e. Paddy, Maize, Redgram, Cotton, Groundnut, Jowar, Bengal gram and Black gram, etc. for which MSP is declared by GOI, will be taken over at par the rate of MSP. If any Bonus on MSP is given by the government, the same will be added in the amount to be reimbursed.
 - b. The produce (Tenderer's share) of any other crop for which MSP is not declared by GOI, will be taken over at the average price in the nearest APMC of concerned crop. The average price will be determined by taking average of maximum and minimum rate of concerned crop during peak arrival period for 30 days. **The peak arrival period of the crop to be considered will be accordance with the latest procurement policy of the corporation.**

- c. The produce (Tenderer's share) of vegetable crops i.e. Onion, Chilli, Okra(Bhindi), Coriander and cucurbits etc. will be taken over at par with procurement price of R.O. Secunderabad for the particular vegetable. However, 50% reimbursement will be made within 15 days of receipt of produce on the basis of previous year/season's procurement price of R.O. Secunderabad or any other region if the rate is not available at R.O. Secunderabad
 - d. In case of Bt cotton, the Farm will take over the tenderer's share and make the payment as per the condition given at 10 b.
- 11. The supply of planting material of any category i.e. TL/certified/ foundation/ breeder/Nucleous seed will be made by the farm only at the prevailing sale price of certified seed on credit basis and the same will be deducted at the time of final settlement.
- 12. The tenderer will have to arrange for all inputs like seed, fertilizer, pesticides, machinery/ implements and labour etc. and all expenses of seed production excluding certification charges (except vegetable crops) shall have to be borne by him.
- 13. All agricultural operations like land preparation, nursery raising, transplanting, fertilizer/pesticide application, roguing, harvesting/ threshing, transportation of produce to the threshing floor, drying (upto 12% moisture), bagging and weighing of raw seed and shifting to godown etc. shall have to be carried out by the tenderer at his (tenderer's) cost as per directions of farm authorities. However, packing material and internal transport at winnowing centre shall be provided by the farm.
- 14. If any schedule operation is not carried out by the tenderer at appropriate time, the farm will have the right to conduct the operation on the risk and cost of the tenderers and the cost of the operation will be deducted from the final amount to be reimbursed.
- 15. Farm will release 80% advance payment on MSP/mandi rates (wherever MSP rates are not available/fixed) on the produce delivered to the Farm (tenderer's share quantity) and balance 20% after finalization of rates.
- 16. The tenderer has to adopt Integrated Pest Management practices in a maximum area.
- 17. The tenderer has to use fertilizers and nutrients as per soil test report.
- 18. The tenderer has to use biofertilizers and green manure in a maximum area.
- 19. If the farm ought to accept the raw seed with excess moisture content because of bad weather, the farm will have the right to impose proportionate moisture cut on the weighing.
- 20. The tenderer will have to maintain isolation distance and to arrange roguing in the assigned fields as per specifications at his (tenderer's) cost. If he fails to do so, the farm will arrange roguing at the cost of tenderer. If the farm ought to re-offer the area because of poor roguing, the tenderer will bear the re-inspection fee. In case of rejection of field by certification authorities, the tenderer's share of the crop produce will be procured by the Farm at the minimum rate of nearest APMC of concerned crop.
- 21. Machinery/ implements available at the farm can be used by the tenderer at the rate(s) fixed by the farm if the same can be spared on hire basis.
- 22. The tenderer will be liable to arrange entire security of the assigned crop/fields/produce from sowing to hand over of produce.
- 23. The tenderer or his representative will not cause any damage to the movable or immovable property of the farm directly or indirectly. Any loss or damage to such property as assessed by the farm authorities shall be recovered from the tenderer.
- 24. The tenderer will have to arrange for cleaning/ de-silting of related distributory/outlet or water course in the allotted area at his cost.
- 25. The farm will have no liability on account of any accident/damage/loss of man and material of the tenderer during the course of various operations and all legal and other responsibilities on account of the same will be of the tenderer only. The tenderer will abide by the labour rules and regulations. If the

farm ought to pay any compensation on behalf of the tenderer, the farm will have the right to deduct the same from his final amount to be reimbursed.

26. The Tenderer will submit a list of his supervisors/representatives engaged.
27. The Tenderer will be responsible for any indiscipline/illegal act of him or his engaged personnel. They are liable for legal action for any misconduct or illegal action.
28. The Tenderer will pay income tax/ service tax or any other levy applicable under rules & if he is not registered, then such charges shall be paid by NSC and the same will be recovered from the tenderer.
29. Tenderer will not construct any permanent structure at the farm and he will not be allowed to keep any animal within the farm area.
30. The farm can reduce/ withdraw any part of assigned area as per the requirement of the farm.
31. If the assigned area could not be sown due to the reasons beyond control, the farm will return the security of the tenderer only and no operational cost if any will be reimbursed thereafter.
32. The Tenderer will not sub-let the area of land allotted to him for seed production purpose.
33. Tenderer will have to sign an agreement of above terms & conditions on non-judicial stamp paper of Rs.500/- to be purchased by him. The original agreement will be kept with the farm and a certified copy of the same will be given to the tenderer.
34. The Tenderer cannot take raw produce from the farm except prior permission of the farm director.
35. The Tenderer will have no right on the crop residues like straw/stems/debris after harvesting and he will not be allowed to lift the same.
36. The Farm Director reserves the right to accept or reject any or all offers received and also to cancel a part or whole tender process without assigning any reason.
37. If the tenderer is failed to fulfill the terms and condition of this agreement because of any unpredictable, uncontrollable and undiagnosed natural calamity/disaster/conditions, in such circumstances, the decision will be taken by the farm committee after assessment which will be accepted by both the parties.

ARBITRATION

In case of any dispute/difference/disagreement between the parties and unable to settle them mutually, the same may be referred to the Chairman cum Managing Director (CMD), National Seeds Corporation Limited (NSC) or any person appointed by the CMD as arbitrator and their decision shall be final and binding on both the parties. The Courts in Raichur district will have the jurisdiction to adjudicate the matter in case of dispute between the parties.

The terms and condition have been announced/readout before the auction and/or told to me in my local language.

I have gone through the terms and condition of the above contract or I have been explained the essence of the contract in my local language and I hereby agree & abide by the above condition and all these terms & condition will be a part of agreement between Central State Farm, Jawalgera and me. The agreement is signed by me without any prejudice/pressure/before the witnesses in full conscience.

I/We sign this contract.
