



JAISWAL SEEDS CO.
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STANDARD OPERATING PROCEDURE (SOP)

BETWEEN

**THE NATIONAL SEED CENTRE, DEPARTMENT OF
AGRICULTURE, MINISTRY OF AGRICULTURE AND
LIVESTOCK, BHUTAN**

AND

M/S JAISWAL SEEDS CO.

SILIGURI, INDIA

ON

THE IMPORT OF SEEDS AND ITS PAYMENT PROTOCOLS

FOR JAISWAL SEEDS CO.

Rajesh Kumar Jain
PROPRIETOR

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PREAMBLE

The SOP is formulated and executed for the import of seeds and its payment settlement procedure between the National Seed Centre, Department of Agriculture, Ministry of Agriculture and Livestock, Royal Government of Bhutan (hereinafter referred to as the "Buyer"), and M/s Jaiswal Seeds, Siliguri, India, a private seed business incorporated under the laws of India (hereinafter referred to as the "Supplier"); and individually referred to as "Party" and jointly the "Parties".

The buyer is a government agency having its head office in Paro, Bhutan that engages in the import and marketing of various agricultural inputs, related products, and services through its distribution network mainly ASSRs and Agriculture Sales Outlets.

Similarly, the Supplier is a company with its business office located at Tiwari Bhawan, 1st floor, M.N. Sarkar Road, Chanapati, Siliguri-01, India specialized company, especially in seeds distribution throughout Asian countries.

The buyer intends to collaborate with the supplier for the import of quality-assured seeds and its timely payment based on the mutually agreed terms and conditions.

THEREFORE, the Parties hereafter agreed to the standard operating procedures as stipulated hereunder:

SCOPE OF WORK

The Parties agreed to collaborate toward the fulfillment of the following activities:

- (1) Annual import/export of seeds as per the seasonal requirement.
- (2) Transport /Delivery of seeds to Fertilizer store, Phuntsholing, Bhutan by the Supplier.
- (3) Pricing modality and payment schedule

RESPONSIBILITIES OF THE BUYER

1. Under the National Seed Center, the Input and Sales Program (ISP) shall coordinate and propose to import seeds based on its requirement, after getting approval from the NSC import committee, and endorsed by the Program Director.
2. The committee will approve the import as per the fund availability, the urgency of seeds requirement, and the seed stock balance in the go down.

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3. The ISP will lend and process all official documents required such as NSC committee approval, import permits, and purchase orders.
4. The fertilizer store, Phuntsholing will take over the seeds from the supplier after the physical verification of consignments and documents, and shall dispatch them to the NSC, headquarter at the earliest time to avoid seed deterioration in the store.
5. The Seed Processing and Quality Control Program under the National Seed Center will check the seeds and carry out the germination test immediately after receiving the seeds, especially the open-pollinated seeds. However, the already packed hybrid seeds shall be directly handed over to ISP. The readily packed hybrid seeds shall be tested only if suspicious of the quality or issues/complaints from the field.

RESPONSIBILITIES OF THE SUPPLIER

1. The supplier shall issue a pro forma invoice upon confirming the availability of seeds in the go-down.
2. Based on the import permit, the supplier will process the phytosanitary and shall carry out all necessary documentation as required in the export protocols.
3. The supplier shall immediately mobilize and dispatch seeds on time-based on the purchase order.
4. The Supplier shall clear the goods from the border checkpoints in both India and Bhutan and obtain a custom declaration certificate as required in the bank while making the payment.
5. The Supplier will bear the expenses and risk of the seeds until it is delivered to the Buyer at Fertilizer store, Phuntsholing, Bhutan.

PRICE AND PAYMENT MODALITY

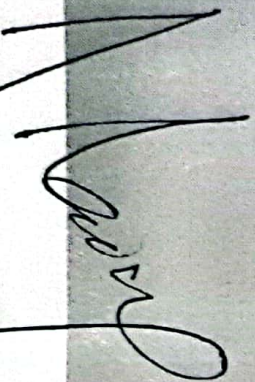
1. The parties have agreed not to increase the price of the seeds frequently or on an annual basis. And otherwise, if need be, the supplier shall increase the prices based on the fiscal year and upon notification to the buyer before 3 months which enables the NSC to further apprise the Department for approval.
2. The payments shall be made within 10 days after receiving the seeds based on the test results and good receipt notes (GRN). If the seeds are disqualified and rejected due to poor test results, the payment shall not be released. However, the rejection should be proven with proper justifications and evidences to the supplier.

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Rajesh

General Manager

REGISTRATION



4. As agreed by both parties, the RIGS charges for the payment shall be deducted from the total payment of the Supplier. The second-time payment due to some issues related to revoking the payment shall be borne by the Buyer

INSURANCE AND PERFORMANCE SECURITY

1. The normal tendering procedure as per PRR is not applicable in terms of agriculture seeds with a supplier from outside countries; therefore, furnishing 10% performance security from the supplier cannot be enforced. This supplier has been working with the National Seed Center for long term, more than 15 years and as such there has been no issues till date. Even in the future, we shall work closely together on a mutually understanding basis to strengthen our business and growth.

COMMENCEMENT, VALIDITY, AND RENEWAL

1. This SOP shall come into force from the date of signature by the Parties and shall be effective from 1/1/24... till any further changes.
2. The Parties may negotiate and shall effect amendment as per the requirement and change of time.

SETTLEMENT OF DISPUTES

Any dispute or difference between the parties arising out of the interpretation or implementation of this SOP shall be settled amicably through mutual consultation or negotiations. In the event, the mutual negotiation fails; the matter will be referred to the Court of law either in Bhutan/India depending on the rights of the parties

FOR JAISWAL SEEDS CO.
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