

**NATIONAL SEEDS CORPORATION LIMITED**

**Empanelment / registration of co-supplier/co-producers dealing in specialized crops, planting material and other Agri. input items**

**Introduction**

The National Seeds Corporation Ltd. (NSC) is a Central Public Sector undertaking under Ministry of Agriculture & Co-operation, Govt of India, NSC is pioneer in large scale production and distribution of quality/certified seeds of superior varieties of various crops throughout India. NSC has aggressive plans in future to deal with various Central, State Agencies and Private sector in various specialised Agri.input (like horticulture and planting material) and for this purpose would like to empanel/register the Co-supplier/Co-Producer dealing in specialized agri input which are broadly categorised as under:

- a. Gladulous Bulbs
- b. Lillium bulbs
- c. Planting material such as Graft and Layers
- d. Yam
- e. Other specialised Tuber and Rhizobium like Garlic etc.
- f. Medicinal Plantlets
- g. Coconut (hybrid) and other specialised Plantlets
- h. Green manure (Dhaincha/Sunhemp)
- i. Other agri-inputs like bio manure and bio fertilizers.
- j. Hybrid seeds of horticulture crops.

**A.** NSC Head Office will develop and maintain a panel of “Registered Seed Suppliers” (Empanelled suppliers) for various specialised agri items. Such registered suppliers shall be specialised in their field in producing, supplying and marketing. Such registered suppliers shall be appointed for a particular State but limited to a maximum of three States. For each area of operation and product NSC would have preferably three registered suppliers but not less than two. This list will be readily available with NSC for obtaining offers and to quote in various tenders on back to back basis.

**B.** The Terms & Conditions for such business is as under:

**I. Eligibility criteria for selection of supplier:**

**a. Type of supplier**

- 1) Company (Private, Public Ltd.) incorporated under Companies Act.
- 2) Proprietor.
- 3) Partnership firm.

Document required:

- i) Certificate of Incorporation.
- ii) Articles/ Memorandum of Association
- iii) Partnership deed (in case of partnership firm)
- iv) Copy of registration certificate under Shop & Establishment Act.

**b. Experience –**

Should have minimum 3 years experience in dealing with supply of seeds, planting Material / Agro inputs to Central/State Agencies.

Document required

- i) Copy of at least three supply orders each of Rs.20 Lacs and above executed in past three years.
- ii) Certificate from purchasers for satisfactory execution of supply orders.

**c. Turnover**

Company should have a minimum annual average turnover of Rs. 3 crores in the past 3 years-

Document required

- i) Balance sheet
- ii) P/L a/c.

d. Party or any Director of the company should not have been debarred / blacklisted from any State in past 5 years.

## **II. Desirable Qualifications.**

- a. Sufficient establishment in the state where the party desires to operate.
- b. Qualified/ experienced Manpower.
- c. Past experience in the state where the party desires to operate.

### Documents required

- i) Registration certificate under Shops and Establishment Act in the state of interest.
- ii) List of employees with qualification and experience.
- iii) Details of orders executed in that particular state.

## **III. Other Terms and Conditions**

### **a. Minimum Guaranteed Turnover (MGT)**

Minimum annual supply of Rs.1.00 crore for each State will be guaranteed by the empanelled supplier. In case more than one supplier have applied for the same State, then the party which has quoted the maximum guaranteed turn over would be given preference provided it is passing all eligibility criteria.

b. **Validity and renewal** - Appointment will be initially for one year. Renewal will depend upon satisfactory performance of the party. During the intervening period the appointment can be cancelled by giving one month notice.

c. **Area of operation** – The parties has to operate in the area of appointment only. State- wise appointments would be given to the parties and for maximum of three States. In case the registered supplier does not respond for three consecutive times,

then the name of the registered seed supplier may be deleted from the empanelled list of NSC and security deposit would be forfeited.

d. **Security Deposit** – Party shall furnish a security deposit in the form of cash/DD of Rs.2 lakhs per area of operation for faithful, observance of terms and conditions. FDs pledged to NSC are also acceptable and interest on above amount @ short term SB interest rates shall be payable on security deposits.

e. **Forfeiture of Security Deposit.** - In the event of breach of any term and condition by the registered supplier, NSC may forfeit the entire security deposit after giving a show cause notice. In such case the certificate of appointment and the agreement will be treated as cancelled.

f. **Margin** – In such business, NSC would work on back to back basis. NSC would charged competitive margin as per the NSC's policy based on the volume of business and the market conditions on case to case basis.

g. **Payment Mode.**

As the business is on back to back basis, NSC would make payment to the registered supplier within seven working days after satisfactory execution of order and receipt of payment to NSC from purchaser.

h. **Quality**

Complete product liability inclusive of shipment shall lie with the registered supplier only. An independent agency appointed by NSC would inspect the products to ensure both quality and quantity. NSC shall not be responsible for any damage to the seed on account of inclement weather, poor management, bad storage, defective transit/handling etc. on the part of the supplier.

The supplier shall execute indemnity bond in favour of NSC on non judicial stamp paper of Rs.100 against any loss caused by action/ non action on part of supplier.

**i. Termination of agreement:**

After completion of period of one year, either party may terminate the contract by giving 30 days notice to the other party. On expiry of the notice, the agreement shall stand cancelled and revoked; but, without prejudice to the rights of either party against the other in respect of any matter or thing in existence prior to such cancellation/revocation. NSC, however, reserves the right to terminate immediately the agreement without giving any notice as above in the event of contravention of any of the terms and conditions and 100% of the security deposit shall be forfeited. The agreement shall ipso facto stand terminated if:-

- (a) The supplier or any member of the distributor's firm is adjudicated insolvent or effect composition with his creditors;
- (b) The proprietor/ partner of the individual concern/firm dies or partners of a partnership concern changes its composition or partnership is dissolved;
- (c) The period of the contract expires, unless it is renewed; and
- (d) In the event of termination of the contract for any reason, the supplier shall settle all the accounts of recoverable statement sent by NSC, within 07 days of receipt of the statement.

Supplier will have no right to challenge cancellation of agreement made by the Corporation at its own without assigning any reason, supplier has to stand abide to the agreed terms and conditions.

**j. Arbitration:** Any or all dispute arising out of or under the agreement between NSC and empanelled supplier and/or regarding the execution, implementation or interpretation of the agreement or any provisions thereof shall be referred to the sole arbitrator to be appointed by Chairman cum Managing Director of NSC in accordance with the provisions of the Indian Arbitration and Reconciliation Act 1996 or any other statutory modifications or re-enactment thereof. Such Arbitration shall be held in the city of Delhi and the proceedings shall be conducted in English/Hindi language.

k. **Jurisdiction**: All the disputes / differences or claims arising out of the empanel / registered seed supplier agreement shall have Delhi as its jurisdiction.

NSC reserves right to amend or change terms and conditions of registered supplier appointment as and when required and the same will be binding upon the supplier.

EOI document/Application form is available at our Corporate Office, Regional offices, Area offices & can be downloaded from our website [www.indiaseeds.com](http://www.indiaseeds.com) . Interested parties can purchase the Application form by paying Rs 500.00 in cash/DD. In case the form is downloaded, parties shall submit the requisite fee of Rs 500 through DD.

The interested party for back to back business should submit the following in a sealed envelope within 30 days from the date of advertisement.

- 1) Duly filled in Application Form in prescribed format
- 2) Terms and condition duly signed.
- 3) EMD of Rs 10,000.00 through DD payable at Delhi/New Delhi in favour of 'National Seeds Corporation Limited, New Delhi.
- 4) Proof of Tender purchase or DD of Rs 500.00 payable at Delhi/New Delhi in favour of 'National Seeds Corporation Limited, New Delhi.

**ADDRESS FOR SUBMISSION**

General Manager (Marketing),  
National Seeds Corporation,  
Beej Bhawan, Pusa Complex,  
New Delhi – 12

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