

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

**Beej Bhavan, Pusa Complex,
New Delhi-110012.**

CIN : U74899DL1963GOI003913



EXPRESSION OF INTEREST

OUTSOURCING OF NURSERY – CUM - POST ENTRY QUARANTINE OPERATIONS

LAST DATE & TIME FOR RECEIPT OF EOI: UP TO 17.03.2021 of 14:00 hrs

DATE & TIME OF OPENING OF EOI : AT 17.03.2021 of 15:00 hrs.

Contact Details

| | Telephone | Email | Web Site |
|-----------------------------|--------------|--|--|
| Sr. General Manager (Prod.) | 011-25840056 | sgm.prod@indiaseeds.com | www.indiaseeds.com |

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012**

EOI DOCUMENT ()

- | | | |
|-------|--|---------|
| (I) | Notice inviting EOI showing details of requirement | :3-4 |
| (II) | PART 'A' | |
| | Eligibility & Terms of contract | : 6-13 |
| (III) | PART 'B' | |
| 1. | General Management and Privileges on the part of NSC | : 15-16 |
| 2. | Instructions to nurseryman / Firm Definition | : 17-19 |
| 3. | Other General Terms & condition | : 20-22 |
| 4. | Technical & Commercial bid | : 22-26 |
| 5. | Checklist of enclosures for eligibility | : 27-28 |



राष्ट्रीय बीज निगम लिमिटेड
(उपक्रम का सरकार भारत)
बीज भवन, पूसा परिसर,
नई दिल्ली –110012
(उत्पादन विभाग)
दूरभाष –25840056,25840054

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
(CIN : U74899DL1963GOI003913)
BEEJ BHAWAN, PUSA COMPLEX
NEW DELHI-110012 (INDIA)
(PRODUCTION DIVISION)
Website - www.indiaseeds.com
Phone - 25840056,25840054
e-mail – sgm.prod@indiaseeds.com

No.Prod/Veg(7)/20-21/HO

NOTICE - EXPRESSION OF INTEREST (EOI) for Outsourcing of Nursery-cum- Post entry Quarantine Operations

National Seeds Corporation Limited (NSC) is a Schedule 'B'- Miniratna Category-I, company wholly owned by 'Government of India' under the administrative control of 'Ministry of Agriculture and Farmers Welfare'.

NSC is maintaining 08 Agriculture Mechanized Farms. Major five farms are located in Rajasthan, Haryana and Karnataka states under different agro climatic conditions to take up seed production of all crops. The Farms of NSC has approx. 22,000 hectares of land.

National Seeds Corporation Ltd. (NSC) is desire to outsource activities and operation of Nursery Complex (Approx 10 Ha.in each places) at Horticulture Garden Magra & Aalu Chuck Dhanaulti, Distt- Tehri Garhwal (Uttarakhand) having required infrastructure for quality saplings production and also Post Entry Quarantine (PEQ) facility for maintenance of imported plants/planting materials. The Nursery and PEQ facilities are being established for import and maintenance during quarantine of large quantities (in Lakhs) of saplings of temperate fruits like Apple, Walnut, Almond, Kiwi & citrus etc. at initial years. Similarly, nursery is also being established for propagation-production of saplings of exotic /improved varieties on large scale. Outsourcing arrangements of operations shall cover:

Nursery Operations:

- (1) Assisting in collection of Mother Plants, Planting, Establishment and Maintenance of mother plants Virus, Nematode and other pathogen-disease & pests free.
- (2) Propagation – production of genuine high quality virus and other pathogen free healthy fruit plants of exotic /improved varieties on large scale.
- (3) Safe transportation and delivery of plants at FOR destinations basis.

Post Entry Quarantine Operations:

- (1) Receiving and assisting in inspections & verifications of live and healthy plants upon receipt of Import consignments at the destination (Nursery site). Keep them in appropriate conditions at appropriate place and take action for their site inspection by designated Inspection Authority (PEQ) and NSC representative.
- (2) To undertake all the operations and maintenance of plants, isolation, plant-protection, best survival, PQ inspections, record maintenance from receipt to clearance of PEQ. It shall be prime responsibility of Nursery Operator to ensure all desired operation efficiently and timely as per regulations, provisions, enforcement and abide relevant Plant Quarantine rules/ relevant clause of prevailing act/regulations issued by Govt. of India. In this regard the ultimate responsibility of Nursery Operator is to keep and maintain the plants in facility to get plants PEQ clearance.

(3) Delivery (handling, transportation/shifting) of Plants to FOR destinations in HP, UK, J&K, Arunachal Pradesh and other places as required by NSC.

The entire Nursery and PEQ operations shall be arranged and executed by Nursery Operator which includes all manpower & material arrangements and finances for Nursery operations. NSC shall make payment on per plant basis for Plantation & maintenance of mother plants, propagation-production, PEQ clearance and delivery of plants as per payments terms and conditions.

Hence NSC invites Expression of Interest from reputed nurseryman/firms/service providers who are expert in above mentioned work.

Terms of Nurseryman/Firm

The Nurseryman/Firm has to register & submit e-EOI through our website <https://indiaseeds.eproc.in>. along with cost for EOI document of Rs.2000/- (non-refundable). The EOI document can also be seen from our website www.indiaseeds.com and CPP portal www.eprocure.gov.in and EOI document can be downloaded from our website www.indiaseeds.com. Payment may be done on-line from <https://indiaseeds.eproc.in>.

Provision for relaxation to all Startup Enterprise **prior turnover and prior experience** in Public Procurement (PP) is applicable as per DIPP Office Memorandum no. **F-20-2/2014-PPD (Pt) dated 27-07-2017 & 20-09-2016** subject to furnish of the documentary proof in support of claim along with their request letter and subject to their meeting of quality and technical specifications.

Bid without payment of EOI cost shall be liable for rejection. However, **MSEs registered with NSIC for quoted item** and having valid registration, such companies are exempted from payment of cost of EOI document . MSEs are entitled to avail the benefit of purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, subject to furnish declaration of **Udyog Aadhar Memorandum (UAM) number** on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefit as per PP policy for MSME's order 2012.

NSC reserves the right to accept or reject any or all EOI, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this EOI shall be published only on our website <https://indiaseeds.eproc.in>. and e-portal <https://indiaseeds.eproc.in>.

Last date and time for receipt of Bids : **Up to 14.00 hr. on 17.03.2021**
Date & Time of Opening of Bids : **At 15.00 hr. on 17.03.2021**

Senior G.M. (Production)

PART-A

NATIONAL SEEDS CORPORATION LTD.**BACKGROUND AND ELIGIBILITY OF NURSERYMAN/FIRM**

1. The Nursery Operator should be reputed nurseryman having experience in dealing with the nursery production and supply of fruit plants and should be well versed in production and supply of quality nursery plants. Nursery Operator should have capabilities of large scale nursery production, planting & maintenance of elite progeny plants and delivery of nursery saplings. Nursery Operator should have knowledge of nursery production and disposal regulations prevailing in states.
2. The Nursery Operator having experience, knowledge of operations, procedures and regulations of Post Entry Quarantine facilities to maintain imported plants.
3. Nursery Operators interested to quote against this EOI must quote for complete scope of operations of Nursery cum PEQ operations viz., Mother & Rootstock Block establishment, nursery production, imported planting material maintenance in PEQ for quarantine and delivery of nursery plants and shall furnish all valid required documents of specifications.
4. Experience and Technical Capacity: The Nursery Operator shall furnish documentary evidence to confirm that it meets the following experience requirement(s):
 - i. Nursery Operator should be reputed organization/ agency/ nurseryman having 5 years of experience in the fields of production and supply of genuine planting material, saplings/nursery plants of fruit cultivars for propagation and plantation purpose should express their interest. Nursery Operator having Post Entry Quarantine experience.
 - ii. The Nursery Operator shall furnish the information of any 5 orders executed satisfactorily during past 3 years. Nursery Operators shall invariably furnish documentary evidence in support of the satisfactory delivery and quality of planting material supplied by them.
 - iii. The Nursery Operator should declare that he possess the capability and capacity of running Nursery Complex and all operations /executions for production of quality saplings/grafts/planting material and can Produce and supply about 1-3 lakhs nursery saplings/plants/grafts/planting material annually and raising quality rootstock as per requirements. He shall give evidence of production and supply of saplings especially fruit's cultivars / varieties in past 5 years.
 - iv. The Nursery Operator should have valid Registration/Accreditation/ Authorization for PEQ and nursery business.

5. Nursery Operator should declare that they have qualified experienced manpower / technical expertise & experience & knowledge on the following:
 - i. Nursery Operator should have knowledge of varietal characters and specific requirements of imported and indigenous Fruit varieties and Root-stock varieties of Apple, Almond, Walnut, Grapes, Date palm and other Fruits.
 - ii. Nursery Operator should have knowledge of pathogens viz., viruses, nematodes, fungus, weeds, insects, diseases, all quarantined biological organisms, Plant protection measures and having capability of their spread control.
 - iii. Nursery Operator should have knowledge of quarantine plant protection measures, pest control, pesticides and its applications, fumigation etc. to keep and maintain nursery plants healthy and pathogen free in PEQ stage and also during nursery production.
 - iv. Nursery Operator can Co-ordinate and facilitate Nursery and PEQ inspections, activities, operations, record keeping, Tagging, Identifications, Isolation and other requirements and procedures required for Nursery and PEQ activities with Central / State Government Authorities, Quarantine Authorities and NSC officials.

6. Financial Capacity - The Nursery Operator shall furnish documentary evidence to demonstrate that it meets the following financial requirement(s).
 - a. The highest annual financial turnover of the Nursery Operator/Firm during any of preceding three financial /accounting years from the original bid closing date should be according to terms (To be finalize after EOI).
 - b. Audited financial / balance sheet of three financial year 2017-18, 2018-19 & 2019-20 should be attached to check the net worth and financial ratios.
 - c. In case of Individual Nursery Operator, solvency certificate from the banker.

Note:- The Nursery Operators who do not fulfill the above Eligibility, Financial & Technical Qualification Criteria and after sales service requirement shall be rejected during the evaluation.

NATIONAL SEEDS CORPORATION LIMITED

SCOPE OF WORK/ Terms of contract

1. The Nursery Operator shall be directly responsible for running of Nursery activities and Post Entry Quarantine facility. All the operations for production & sale-delivery of saplings viz., .Collection, Plantation and maintenance of Mother Plants, Propagation-production of nursery saplings, raising of rootstock, Proper keeping and Maintenance of imported plants during quarantine period, plant quarantine clearance/ release and Delivery of produced/quarantine cleared plants etc will be done by Nursery operator. All operational expenses required for running of Nursery cum PEQ complex including inputs, production operations, disposal & delivery of saplings shall be fully met by nursery operator.
2. NSC shall have rights of interventions and technical checks on nursery operations and activities for application of standard propagation techniques, authenticity of materials used, good production practices for quality & healthy nursery production and efficient disposal work to be done by Nursery Operator. However, maintaining highest quality standards of nursery sapling/planting material production shall be of sole responsibility of the Nursery Operator.
3. The Mother Plants shall be arranged by NSC and their cost & transportation expenses shall be borne by NSC. Nursery Operator shall assist in collection & handling of Mother Plants. Plantation and proper maintenance of Mother Plants of exotic/improved varieties and Rootstock at site shall be responsibility of Nursery Operator for this payment shall be made for one year duration only as the mother plants and rootstock-mother plants shall be required and used by Nursery operator subsequently and it shall be his responsibility to keep them healthy and maintain them well to take scion material and raising root-stock.
4. It shall be binding upon the Operator that Imported Plants, Mother Blocks of Mother Plants; Root-stock Mother Blocks shall be maintained properly. He shall execute all precautions / restrictions and take all preventive measures to protect them from any kind of deterioration, insect-pest, disease, viruses, nematode etc inoculation or infestation. It will be responsibility of Operator to keep them other plants in healthy state. The Nursery Operator shall inform NSC about any casualty/mortality, disease and infestation etc if so happens in mother plants and nursery, along with its reasons fortnightly for verification of both the parties.

5. Basically the nursery production is meant for end product *i.e* propagated plants through improved recommended techniques like budding-grafting or as per Government specifications/ NAAS standards. However, there may also be requirement of specific rootstock plants for supply. The Nursery Operator shall quote the rates for Grafted plants which should cover all cost & expenses viz. rootstock, inputs, manpower, chemicals, materials and other operational requirements etc. The rootstock plants cost quote shall only be given for order-supply purpose only.
6. In case NSC authorities are not satisfied about purity and quality of some / particular Lot/ stock of saplings, NSC may not allow Nursery Operator to supply/sell substandard poor quality saplings. In such event NSC reserves the right to destroy such Lot or Stock without taking any liability on account of loss of Nursery operator or any Third party involved in such deal.
7. As per supply order / schedule informed by NSC Time to Time, Delivery/handling/ transportation of plants at FOR destination shall be executed by Nursery Operator. It will be responsibility of Nursery Operator to deliver the nursery safely and timely at destinations, take receipt and satisfactory receipt from the person/authority taking delivery at the destination.
8. Nursery Operator will deliver/sell quality saplings on behalf of NSC, on the NSC billing and Gate pass under supervision /verification of NSC officials. Nursery Operator or his representative/ worker will not take any plant/planting material out of Nursery Complex without the Gate pass and consent of NSC authority.
9. Incase nursery budded-grafted plants so produced by Nursery Operator remained undisposed in one year after production, such carry-over stock shall be maintained by the Nursery Operator @ Rs. ___per plant/year
10. Any type of after sale complaint, regarding varietal variations, objectionable pathogen/ disease/ pest, substandard quality etc. The legal issues, administrative or Government case or penalty or compensation payment etc shall be the responsibility and liability of Nursery operator. As it takes about 4-5 years to ascertain the quality and characters of most of the propagated fruit plants, nursery operator shall provide all kind of legal and financial indemnity cover to NSC for 7 years after sale of saplings propagated and produced by him, against any such case or deficiency.
11. The Nursery production plan shall be made with the consent and approval of NSC and if there is any change made by Nursery operator in the approved procedure or plan for production of nursery, he shall take prior consent from NSC in writing signed by the Competent Authority.

12. The Nursery Operator shall follow SOP as prescribed under relevant clause, rules & regulations of prevailing plant protected quarantine act and maintain mandatory records-registers for each activity accordingly.
13. The Nursery operator will maintain systematic and accurate physical stock inventory, accounts and records. The progress and inventory of all activities viz., Mother Plants Block for scion and rootstock, Nursery propagation-production, status and inventory of quarantined plants under PEQ etc. The same will be checked and verified by NSC officials on regular basis or as per instructions of NSC authority. Physical and financial inventory, progress of propagation, production and disposal information shall be provided by Nursery Operator to NSC authority on monthly basis.
14. In case if there is any irregularity in production and marketing is found or misinformation or unjustified booking in account/records or concealment of information/facts are observed, the penalty as decided by the committee of NSC officers shall be imposed including forfeiture of Security & EMD and even termination of contract and the Nursery Operator shall indemnify NSC for all such losses caused because of their act.
15. The initial agreement between Nursery Operator and NSC will be made for 5 years from the date of handing over the nursery infrastructure by NSC for operation and running of Nursery cum PEQ complex for nursery production including seedlings / root stock, grafted and other propagated plants. The contract may be extended subsequently for 3 years with mutual consent through separate agreement after considering the performance of the Nursery Operator on the basis of above 70% benchmark/targets. On completion of work period or in the event of termination of work agreement, the work shall stand seized and operator/contractor shall have no right on Nursery complex, plants, nursery saplings and infrastructure.
16. Nursery operator shall produce original papers for his /her identity, work experience and complete address of his/her residential proof. He/ She shall also be responsible to produce the details of his /her own assets.
17. The minimum annual production target of good quality standard saplings shall be 0.25 lakh numbers in second year of operation upon establishment of Mother plants and raising/arranging desired rootstock material, as per production / availability of scion material and rootstock and thereafter 0.5 lakhs in third year and from fourth year onwards 1 to 3 lakhs per year as per targets assignment of NSC which may be increased or decreased as requirement/ Allocation. In case the production falls below the 75% of target, NSC will form a Committee to consider the circumstances for low production. If no justified tangible reason for low production or deficiency in delivery is found then the recovery /penalty of 10% of deficient production's value may be imposed upon the Nursery producer or as decided by the NSC Authority.

18. The Post Entry Quarantine plants maintenance and clearance targets shall be 1-3 lakhs annually or as assigned by NSC. Nursery Operator shall maintain quarantined plants in PEQ all objectionable pathogen free and shall update NSC on survival and health of plants on monthly basis and immediately after IA inspection. In case the survival of plants or PEQ clearance falls below the 90% in Apple & 70% in walnut / as per norms of plants of original plant population survival and counted after one month of import consignment, NSC will form a Committee to consider the circumstances for low survival or deficiency in quarantine clearance. If no justified tangible reason for low survival, quarantine clearance or deficiency in delivery is found then the recovery /penalty equal to actual plants cost equal to numbers of below the standards survival shall be imposed upon the Nursery producer or as decided by the NSC Authority.
19. Nursery Operator shall maintain the infrastructure and ensure that no damage shall be caused due to any negligence. In case of any defect or damage happened to any infrastructure during nursery operations, Nursery Operator shall arrange repairs immediately to prevent any inoculation / infestation of Bio-organism/pathogen the cost of such repair shall be met by him. In case of any major damage occurred to the infrastructure due to any natural calamity/landslide, the cost of repair shall be borne by NSC. In case major damage happened due to negligence or improper use of infrastructure or Mother Plants intentionally or unintentionally, suitable charges / expenses shall have to be paid by Nursery Operator to NSC for repair and proportionately new procurement & creation at the cost and expenses of Nursery Operator. In such events the decision of NSC Officers committee and NSC authority shall be final and binding upon Nursery Operator. However nursery operator should take insurance cover for nursery infrastructure on his own risk / expense.
20. Nursery Operator shall take all safeguards /safety measures to prevent any kind of accident, mishap, any life threatening causes. Insurance of the manpower/laborer working at site will be the responsibility of producer. In case of any unfortunate life threatening incidence or casualty, producer shall be solely responsible for any kind of physical and financial loss. In this matter, NSC shall not be liable or responsible for any kind of compensation or damage etc.
21. The Nursery Operator shall be solely responsible to pay wages / funds / EPF / Insurance / Medical etc. expenses to manpower engaged by him at the nursery directly, timely and fully as per applicable laws. NSC shall not be directly indirectly liable or responsible towards manpower/ workers of the producer. Such persons/laborers will not have any kind of right/dealing /engagement/obligation towards NSC. Compliance of all applicable laws with respect to manpower engaged by him/ her shall be sole responsibility of Nursery producer. A monthly compliance declaration with proof will be submitted by producer to NSC every month.
22. The Nursery Operator shall be solely responsible to any loss and may take Insurance cover for Infrastructure damage, Mother Plants Damage, Nursery

production & delivery hazards and his Men & Material. NSC shall not be directly-indirectly liable or responsible for any loss resulted from such incidences and matter shall be governed by the terms & conditions of the contract.

23. The present "EXPRESSION OF INTEREST" invited for Outsourcing of Nursery – Cum - Post Entry Quarantine Operations. The parties may express their interest and proposal. The parties selected through EOI shall be called for meeting & discussions/ presentation. A formal limited EOI shall be called subsequently for technical and financial online two bid basis. In the Limited EOI, only those parties can participate who have participated in the present EOI. Any term & condition or value may be added /deleted on mutual discussion.

Financial Terms:

1. "For participation in EOIas EMD shall be applicable".
2. Security amount of 10% of the project cost will have to be deposited by successful Nursery Operator which shall be returned interest free as per terms and conditions upon successful and satisfactory completion of the contract period.
3. The Terms of Payments for main operations shall be as under:
 - a. Assistance in collection of Mother Plants their plantation and maintenance for one year. The payment after verification at site and record shall be released for survived healthy mother plants after 1 year of planting, shall be as under:
 - i. The cost of Mother Plants, transportation shall be borne by NSC or reimbursed to Nursery Operator upon receipt of mother plants at the Nursery site if paid by Nursery Operator.
 - ii. 30% of per plant EOI cost shall be paid after completion of 60 days survival after plantation in Mother / Rootstock /Nursery Infrastructure at site.
 - iii. 30% of per plant shall be paid on survived plants after completion of 3 months.
 - iv. Balance after completion of one year age and verified survival of healthy Mother Plants. The total final payment shall be done only for Mother Plants survived after one year and accordingly earlier payments made will be adjusted beyond the specified limit.
 - b. Propagation-production of budded-grafted healthy plants as per verification. The final payment shall be released on the basis of final production count of healthy nursery saplings:
 - i. 20% after successful propagation and verification of budding-grafting authentication and prominent scion sprouting.
 - ii. 20% upon attaining about 20 centimeters length of Scion on successful plants.

- iii. 40% upon plants ready for disposal (about 45 to 60 centimeter scion length range), verification and taking-over on record pathogen, disease, insect free healthy plants only.
 - iv. Remaining payment shall be released after delivery of allocated plants, adjustment of shortfall in survival at above mentioned level/stages and as per relevant Terms and Conditions of the contract.
- c. Post Entry Quarantine plants maintenance and clearance:
- i. 20% payment of quoted rate shall be released on completion of 3 months on the basis of healthy pathogen-disease free survived live plants.
 - ii. 20% payment shall be released upon completion of 6 months on the basis of healthy pathogen-disease free survived live plants.
 - iii. 40% shall be released upon receipt of final Post entry quarantine clearance on the basis of final survival and necessary adjustments, if any.
 - iv. Remaining final payment shall be made after allocation & delivery of plants for final live healthy plants.

PART-B

SECTION – I

General Management and Privileges on the part of NSC .

1. The main role of NSC is to monitor the work and performance of the Nursery operators and enforce the terms of the contract.
2. The NSC will provide Nursery Complex, basic Infrastructure established in nursery like, Net shade house, Poly house, Insect net house, water tank compost pit, platforms, irrigation systems, Office, Stores etc., what so ever established in nursery complex for nursery production activities.
3. The NSC may keep checks upon production, quality and sale of saplings / plants / planting material so produced from Nursery complex under present contract.
4. That NSC will keep checks and maintain sale account, receive sale proceed and release due amount to nursery operator as per terms of payments.
5. The NSC may keep checks upon entire process from initiation of production practices to sale of quality nursery of horticulture crops.
6. The NSC will make available Nursery and PEQ Infrastructure, Mother Plants for scion and rootstock as planted and maintained in nursery complex. On successful completion of contract or termination in between, the entire available Mother Plants in nursery complex shall be handed over by the Nursery operator in live healthy condition to NSC and NSC shall be absolute sole owner of Mother Plants, Infrastructure available in the nursery complex.
7. At the closure of present outsourcing contract or premature closure thereof due to any reason, NSC shall take over the plants for which payment or part-payment is made to the Nursery operator after due verifications/inspections/testing and ascertaining quality, standards, stage-state by NSC officers committee and only healthy plants, rootstock, propagated material, will be taken over and payment may be adjusted/released as per stage of plants and feasibility. NSC reserves the right to take or refuse any undesired plant/planting and it shall be on sole discretion of NSC without assigning any reason. The healthy material for which payment is not made may be taken by NSC on cost basis as per evaluation and decision of NSC committee and NSC Authority. The Nursery Operator can take planting material which is not taken-over by the NSC after clearing all dues.

Termination of the agreement.

NSC reserves full right to terminate the agreement at any time during the period of the Agreement, in the following cases, which inter-alia include:

1. In case Operator fails to comply with the agreed terms & conditions, or on violation or breach of any physical or financial terms and conditions committed by operator or his/her manpower.
2. The agreement may be ceased by either party by serving six months' notice in advance and by clearing all dues if any, of the other party. In such event, any part of Annual Facilitation Charge shall not be refundable by NSC however EMD & Security Money shall be subject to refund as per compliance and provisions of terms and conditions of the agreement.
3. Work is discontinued by operator before the contract period agreed under the agreement. In such case NSC shall take possession of Nursery Complex, Infrastructure, Mother plants, nursery stock and work in progress. Any kind of financial losses and expenses on maintenance of work and correction of nursery infrastructure due to such happening or act of Nursery operator shall be borne and paid by the Nursery operator to NSC.
4. In case operator or his representatives is indulged in criminal, anti-national or in such activities which are not in the interest of the NSC.
5. In case operator makes financial losses to NSC in the Nursery production & sale venture.
6. In case venture is not proved to be viable.
7. In case of administrative directives of Government of India or concerned Statutory Authorities.

Force majeure:

- 1 Notwithstanding the provisions of relevant Clauses of the contract, the Nursery Operator shall not be liable for imposition of liquidated damages or termination of contract for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.
- 2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Nursery Operator and not involving the Nursery Operator's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3 If a Force Majeure situation arises, the Nursery Operator shall promptly notify the NSC in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the NSC in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

INSTRUCTIONS TO Nurseryman/Firm DEFINITIONS:

- C1 India Private Limited : Service provider to provide the e-EOIing Software.
- NSCL e-Procurement Portal : An e-EOIing portal of National Seeds Corporation Limited ("NSCL") introduced for the process of e-EOIing which can be accessed on <https://indiaseeds.eproc.in>.

1. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-EOIing of NSCL.
- ii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC's. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- iii) To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL eEOIing Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3300/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- iv) Online Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on after making payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v) All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi) The amendments/ clarifications to the EOI, if any, will be posted on the NSCL eEOIing Portal (<https://indiaseeds.eproc.in>).
- vii) To participate in bidding, bidders have also to pay **EOI Processing Fee of Rs. 550/-** inclusive of all taxes (**Non-refundable**) through offline/online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).
- viii) 'EOI Document Cost' are mentioned in NIT as published at NSCL e-EOIing Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC under single point registration scheme for the quoted stores are exempted from paying EMD and EOI document cost, for which they have to submit the documentary proof along with request letter subject to.
- ix) For helpdesk please contact E-EOIing Cell and Help Desk Support.

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed EOI may be downloaded from NSCL e-EOIing portal and the Application may be submitted following the instructions appearing on the screen/NIT.
- ii) A Vendor manual containing the detailed guidelines for e-EOIing system is also available on the portal.

3- OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through online process.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date. The date of opening of EOI is 21 days from the date of the uploaded of EOI.

- 4. ADVICE FOR nurseryman/ firm:** The nurseryman/ firm are advised in their own interest to carefully read the EOI document and understand their purport and unless the EOI specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the EOI document and submit the nurseryman/ firm accordingly.

- 5. ELIGIBILITY CRITERIA:** - As mentioned above.

- 6. FORMAT AND SIGNING OF nurseryman/ firm:** **-(a)** nurseryman/ firm are required to submit their EOI as per the prescribed Performa given in the EOI document. It shall be digitally signed by the nurseryman/ firm or a person duly authorized to sign the EOI document. The letter of authorization shall be indicated in written power of attorney accompanying the nurseryman/ firm. In case the party is company, the authorization shall be done by a valid resolution passed by the Board of Directors of the Company.

- 7. PROCEDURE FOR SUBMISSION OF EOI:** - The nurseryman/ firm shall attach specifications of quoted item, Instruction to nurseryman/ firm, Terms of EOI as per Section-I & II of Part 'B' of EOI document, profile of the company along with documents as per the check list and other document if any in support of offer. All papers should be digitally signed.

- 8. DEADLINE FOR SUBMISSION OF EOI:** - Nurseryman/ Firm must be received by the purchaser no later than time and date specified in the invitation for EOI. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the EOI will be received upto the appointed time on the next working day.

- 9. LATE EOI:** **-After** deadline for submission of EOI prescribed by the purchaser, pursuant to NIT/ EOI Document/any amendment will not be entertained.

10. OPENING OF EOI: - The purchaser/Corporation will open EOI online on same day as mentioned above.

11. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this EOI or the interpretation of any of its terms or in any other way related to this EOI directly or indirectly shall be referred to arbitration in accordance with the clause of arbitration motioned as other general terms & condition.

SECTION – II**Other General Terms & condition**

1. For participation in EOI/EOI, Nursery Operator have to produce at least two Identity Proofs like election Id, Aadhar card, Driving License, PAN card, Property document etc. If Nursery Operator is owner or partner of firm or company, document, related to authorization, registration, TIN, GSTIN, financial status, and partnership details may be produced along with two IDs as mentioned above.
2. Nursery Operator should give his/her full address and contact no, email id etc. for future correspondences. NSC will not be responsible for any delay or none receipt of any letter/correspondence due to incomplete address or any postal issue.
3. NSC authority reserves the right to reject or cancel the offer/EOI at any time without any notice or assigning any reason.
4. The company or person who is blacklisted /de-listed or declared insolvent in any case / EOI/contract by any Govt. of India undertaking/ Department / Farm or offices of the NSC or who is declared insolvent by the court of law or civil administration or he/she is minor, such person or firm will not be considered eligible for participation in the EOI. In case he/she has already participated in EOIing by concealing such information, his/her EOI / agreement/contract shall be terminated at any stage and his/her security money will be forfeited without giving any notice.
5. Nursery Operator after depositing EOI shall have no right to take it back or change the quoted rates. The EOI having illegible, incomplete information & attachments, details, inappropriate EMD amount of DD/bank transfer or any other shortcoming shall be rejected, without any further correspondence/information. The EOI with conditions will not be accepted.
6. Nursery Operator shall abide with all relevant, Nursery business and civil and labour laws / Act / Government Orders, directives, declaration, laws including but not limited to as applicable and amended from time to time by the Government.
7. Nursery Operator, his representatives or worker will not indulge, obstruct or intervene in any activity other than nursery operation. They will not try to indulge activities like animal rearing or grazing, constriction, hunting, or using farm resource or any other activity considered not in the interest of NSC. In such event the penalty deemed fit will be imposed upon him/her by the NSC including charging for damage, forfeiting amount deposited by him/her, termination of work or even taking legal action against him/her in severe cases.
8. Nursery Operator shall provide the verified list to the NSC containing name of persons with parentage, complete address and contact/mobile Nos. of the

representatives, persons/workers engaged by him for nursery activities. NSC shall grant time bound permission to his/her manpower to enter in farm premises /area/site accordingly. However, NSC Management reserves the right to stop or forbid entry of any person in the interest of NSC.

9. Nursery Operator shall bear all expenses involved in the work, business provisions under the preview of this agreement and directly pay for all statutory taxes, levies, cess, permit etc., on his own whichever and whatever is applicable in production and sale of Nursery plants.
10. The nurseryman/ firm have to furnish the list of actual users of the rates quoted, for the reference. Copies of supply orders of Hort. Planting material during last **three** years should be enclosed. The Nurseryman/ Firm should enclose a copy of previous years income tax return duly acknowledged by income –Tax Department.
11. All efforts shall be made to make available irrigation-water on priority as per available resources and requirement of Nursery. However, in the event of irregular / less availability of water, electricity failure, in the event of any civil administration order or in the spell of draught if there is any scarcity of water arises, NSC will not be held responsible for any loss and Nursery operator shall not make any claim, compensation or damage for such losses.
12. Nursery Operator shall execute an Indemnity Bond on Rs.____/- stamp paper in favour of NSC stating that in case he/she commits any violation of relevant Government Laws, Directives, Orders of Statutory Authorities, Labor Laws, Tax evasion etc. or he/she does not fulfill any financial commitment towards any third party related to present agreement or not paying dues to any related person or manpower, in such event Nursery Operator shall not make NSC a party directly or indirectly and shall keep NSC harmless. In case any violation, misdeed of operator that caused loss to NSC or that affects the name and fame of NSC in any way or NSC is made responsible by any Court of Law or any Authorities, it shall be binding upon operator & shall indemnify NSC for all such damages and court expenses, other expenses along with any kind of penalties.
13. The successful Nursery Operator shall be required to execute an agreement within ____days of acceptance of the work offer, and therefore he / she shall arrange two stamp papers of Rs. ____/- each at his/her own. One for execution of agreement for the arrangement with NSC for nursery production & disposal work agreement and other for Indemnity Bond.

Arbitration

In case of any dispute arises between NSC and the Nursery Operator due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions then it shall be binding upon parties to resolve issue under the provisions of Arbitration and Conciliation Act 1996 as amended from time to time. Under this provision on the Chairman cum Managing Director,

National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve the dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The Court of Delhi shall have the jurisdiction.

SECTION-III**ANNEXURE-A****EOI FORM FOR TECHNICAL & COMMERCIAL BID**

To
**Senior General Manager (Prod),
 National Seeds Corporation Ltd.,**

FROM.....

.....
Beej Bhavan, Pusa Complex,

.....
New Delhi-110012.

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

| Name of the company with complete address, contact no. & E-mail address | Type of Firm i.e. proprietorship/partnership/ Pvt. Ltd. company/society/Ltd.etc. with its Registration No. | Names& contact no. of Proprietor's/Partners /Directors etc. |
|--|---|--|
| | | |

Attach the necessary valid document in support of claim.

2.Details of the Past Experience for Propagation / import of horticultural plants or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

| S.No . | Name of the Govt. Agency/Govt. Deptt./ Company | Year of supply | Plants Supplied | Quantity & Amount |
|---------------|---|-----------------------|------------------------|------------------------------|
| | | | | |

3. Capabilities with respect to personnel, plant propagation and PEQ facilities with details:

| Full address where nursery is situated | No. of Skilled Labour | No. of Unskilled Labour | Detail of Infrastructure | List of machines/equipments with full details per day capacity . |
|---|------------------------------|--------------------------------|---------------------------------|---|
| | | | | |

*

Attached Consent Letter from Concerned Firm in case of Hired nursery.

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years (2017-18,2018-19 and 2018-19) along with copies. Average of annual turnover for last three years.

| Financial year | Annual Turnover (Rs. In Lakh) | Annual Profit/ loss (Rs. In Lakh) | Remarks |
|----------------|----------------------------------|--------------------------------------|---------|
| | | | |

5 Registration::

| GST No. |
|---------|
| |

6. Income tax Details::

| PAN No of the Firm | Returns for Last Two Years (attached) | |
|--------------------|---------------------------------------|------|
| | Year | Copy |
| | | |

7. Particular of Banker:-

| Name and address of Banker | Type of Account | Account No. | IFS Code | MICR Code |
|----------------------------|-----------------|-------------|----------|-----------|
| | | | | |

8. MSME registration details:

(a) With NSIC

| Registration No. | Validity Period | Registered Item/Items | Quantitative Capacity | Monetary Limit |
|------------------|-----------------|-----------------------|-----------------------|----------------|
| | | | | |

(b) With Other Authorities.

| Registration No. | Validity Period | Registered Item/Items | Quantitative Capacity | Monetary Limit |
|------------------|-----------------|-----------------------|-----------------------|----------------|
| | | | | |

9. Startup Enterprises registration details:

(a) With DIPP

| Registration No. | Validity Period | Registered Item/Items | Quantitative Capacity | Monetary Limit |
|------------------|-----------------|-----------------------|-----------------------|----------------|
| | | | | |

10. A undertaking on Rs 100, Non judicial stamp paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in Annexure A-1.

11. Evidence of Access of Finance Required (With Valid Proof):-

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my EOI may be treated as rejected by NSC management.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

-

Phone No: - -----

Mobile No. -----

SEAL

Note: -All particulars are to be filled properly & correctly if required extra sheet can be attached)

SECTION-III

Annexure-A-1

Affidavit Certificate for Non Black Listing

I _____ (Name, Designation and Address) hereby declare that my firm/Company has not been debarred/black-listed by any of the Govt. Department/Govt. Agencies where I had supplied the goods during the last _____ years.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Check list of enclosures for Eligibility & terms of contract:

1. Five years of experience in the fields of production and supply of genuine planting material, saplings/nursery plants of fruit cultivars for propagation and plantation & Post Entry Quarantine experience EMD.
2. The information of any 5 orders executed satisfactorily during past 3 years & documentary evidence in support of the satisfactory delivery and quality of planting material supplied by them.
3. Declaration of capability and capacity of running Nursery Complex and all operations /executions for production of quality saplings/grafts/planting material and can Produce and supply about 1-3 lakhs nursery saplings/plants/grafts/planting material annually and raising quality rootstock as per requirements along with evidence of production and supply of saplings especially fruit's cultivars / varieties in past 5 years.
4. Certificate of registration of valid Registration/Accreditation/ Authorization for PEQ and nursery business.
5. Partnership Deed if Partnership firm.
6. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
7. A copy of PAN of the Firm/ Nurseryman & Income-tax Return of the Firm for Financial Years of 2008-19 and 2019-20.
8. Copy of GST Registration No.
9. If representative participating, letter of authorization to participate in the EOI.
10. Affidavit certificate that not blacklisted and details of the arbitration case pending in this office.
11. MSME registered with NSIC, **Startup Enterprises registration**, Other Authorities Certificate with proper validity for quoted item.
12. Other document if any in support of the EOI.
13. Audited financial / balance sheet of three financial year 2016-17, 2017-18, 2018-19 should be attached to check the net worth and financial ratios.
14. In case of Individual Nursery Operator, solvency certificate from the banker.
15. The highest annual financial turnover of the Nursery Operator/Agency/Organization/firm during any of preceding three financial /accounting years.

16. Declaration

- i. Nursery Operator should have knowledge of varietal characters and specific requirements of imported and indigenous Fruit varieties and Root-stock varieties of Apple, Almond, Walnut and other Fruits.
- ii. Nursery Operator should have knowledge of pathogens viz., viruses, nematodes, fungus, weeds, insects, diseases, all quarantined biological organisms, Plant protection measures and having capability of their spread control.
- iii. Nursery Operator should have knowledge of quarantine plant protection measures, pest control, pesticides and its applications, fumigation etc. to keep and maintain nursery plants healthy and pathogen free in PEQ stage and also during nursery production.
- iv. Nursery Operator can Co-ordinate and facilitate Nursery and PEQ inspections, activities, operations, record keeping, Tagging, Identifications, Isolation and other requirements and procedures required for Nursery and PEQ activities with Central / State Government Authorities, Quarantine Authorities and NSC officials.

Note: - In absence of any above document, offer may be liable for rejection.
