

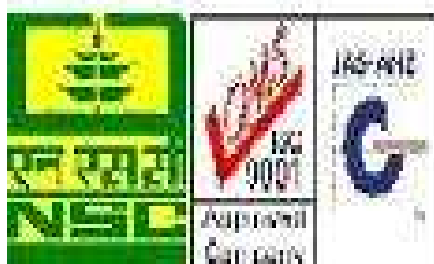
# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

**PLOT NO. 24, INDUSTRIAL AREA, PHASE – IX,**

**REGIONAL OFFICE: MOHALI, CHANDIGARH**

(CIN NO: U 74899 DL 1963 GOI 003913)



EXPRESSION OF INTEREST (EOI) TO FACILITATE THE CERTIFIED SEED PRODUCTION THROUGH  
PERSON/SEED PRODUCING COMPANIES/ FPOs

EOI SHOULD BE SUBMITTED THROUGH OFFLINE ONLY

DATE/ TIME FOR PUBLISHING OF TENDER	18.10.2021
DATE/ TIME FOR CLOSING OF TENDER	25.10.2021/ 1.00 PM
DATE & TIME FOR OPENING OF TECHNICAL BIDS	25.10.2021/ 2.00 PM
DATE FOR OPENING OF FINANCIAL BIDS	25.10.2021/3:30 PM
COST OF TENDER FORM (Non-refundable)	1180/- (Including GST)
Contact Details	0172 – 2215388 <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a>

# NATIONAL SEEDS CORPORATION LIMITED

(A Govt. Of India Undertaking: Miniratna Company)  
REGIONAL OFFICE, MOHALI, CHANDIGARH  
24, Industrial Area Phase-IX, Mohali-160062

Prodn.(EOI)NSC-CHD/2021-22

Date:-25.09.2021

## EXPRESSION OF INTEREST (EOI)

National Seeds Corporation Limited (NSC) Regional office Mohali, Chandigarh invites Expression of Interest (EOI) through offline from the eligible person/Seed producing companies/FPOs for register as facilitator to facilitate certified seed production of different Fodder seeds during RABI-2021-22.

PARTICULARS	DETAILS
Name of the Expression of Interest (EOI)	Facilitator to facilitate certified seed production of different Fodder seeds of <b>Berseem- Mascavi C/s (14500 Qtls.), Berseem- BL-10 C/s (1000 Qtls.), Berseem-BL-42 C/s (2000 Qtls.), Berseem-BL-43 C/s (2000 Qtls.) and Oat-Kent C/s (2000 Qtls.)</b>
Date of Issue of Expression of Interest (EOI)	18.10.2021
EOI Document Download End date/time	25.10.2021/ 1.00 PM
Date & time of opening of Technical Bid & Price Bid via offline mode at NSC, Mohali, Chandigarh	Technical Bid :25.10.2021/ 2.00 PM Price Bid: After evaluation of Technical Bid
EOI Fee Non-refundable	Rs. 1180/- (One Thousand One Hundred Eighty Only) inclusive of GST
EMD	Rs. 100000.00 (Rupees One Lakh only)
Address for Communication	<b>NATIONAL SEEDS CORPORATION LIMITED (A Govt. Of India Undertaking: Miniratna Company) REGIONAL OFFICE, MOHALI, CHANDIGARH 24, Industrial Area Phase-IX, Mohali-160062, PUNJAB</b>
Contact details for clarification required if any during working days from 10.00 AM onwards to 5.30 PM	Ph. 0172 - 2215388 E-Mail ID <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a>
Accounts Details for payment of Application fee, EMD, Security deposit etc.	<b>State Bank of India Account No. 32919441606 National Seeds Corporation Limited Branch, Mohali (Punjab) IFSC Code-SBIN0031859</b>

1. EOI without EMD and cost of EOI Document will be rejected.
2. NSC reserve right to make any alteration/modification in the EOI Documents or cancel the EOI at any stage without assigning any reason.
3. The amendments/clarifications to the EOI, if any, will be posted on the NSCL website [www.indiaseeds.com](http://www.indiaseeds.com).

**Regional Manager**

## **Expression of Interest (EOI) to facilitate the Certified Fodder seed production through farmers.**

### **1. About National Seeds Corporation Limited:**

National Seeds Corporation Ltd.(NSC) is a Schedule-B – Mini-Ratna Category-I Central Public Sector Undertaking under the Ministry of Agriculture and Farmers Welfare, Govt. of India engaged in production and distribution of high quality Certified Agriculture Crop Seeds since 1963.

### **2. Definitions:**

2.1 NSC means unless excluded by and repugnant to context or the meaning thereof, shall mean “National Seeds Corporation Limited” which has invited bids under this Expression of Interest and shall be deemed to include its successors and permitted assigns.

2.2 ‘EOI’ means this Expression of Interest for facilitating production of Fodder seeds.

2.3 The reputed seed producer or technically qualified person as per Technical qualification as mentioned in Annexure (I) exception response to this EOI shall herein after be referred as “**Facilitator**”

2.4 The competent authority of NSC means Chairman cum Managing Director of NSC

### **3. About EOI:**

In order to augment the production quantity, NSC requires “**Facilitator**” for undertaking Production during the season RABI-2021-22as per Requirement NSC.

### **4. Objective:**

4.1. NSC is looking for Producer of Own Production of **Certified Seeds of Fodder seeds through its Regional office, Mohali, Chandigarh.** Applications are invited in prescribed format (as per **Annexure-I**)from reputed seed producers to submit their Expression of Interest (EOI) along with supported documents (as per **Annexure-I**) to facilitate Certified seed production of Fodder seeds as per NSC requirement.

4.2 The Facilitators who are facilitating the production of Fodder seeds during the season RABI-2021-22and satisfying Eligibility criteria as per the EOI may respond.

#### **4.3. Responsibility of Facilitator**

***The Facilitator is agreed to facilitate NSC in organising the Fodder certified seed production (Hybrid & Variety) on fixed facilitator charges (which will be quoted by the facilitator in the financial bid (as per Annexure II) and later approved & finalised by NSC) as per the following conditions.***

- a) The Facilitator is responsible for selection of farmers and plots (With required isolation as per IMSCS-2013) for production of Fodder certified seeds (Variety & Hybrid) as per requirement of NSC. No existing registered grower of NSC is allowed to select for this program.
- b) NSC will supply the planting material if available. The Facilitator will arrange to distribute the planting material in time to the farmers on cost as fixed by NSC, after due verification by certification authority.
- c)
  - (i) If planting material not available with NSC, the facilitator is allowed to arrange the planting material to the farmers from his own source. In that case the facilitator has to submit the document proof for planting material.
  - (ii) In case of planting material used by facilitator/grower from own source, the facilitator/grower will be held responsible for any quality complaint at any stage.
- d) The Facilitator is responsible for submission of list of farmers for registration of seed plots for certification to NSC.
- e) The Facilitator will arrange for rouging and maintain the seed plots free from off types and pollen shedders in case of hybrids.
- f) The Facilitator is responsible for arranging field inspection by authority of seed certification agencies and maintains the seed plots as per requirement of seed certification.
- g) The Facilitator will be responsible to collect the raw seed from seed growers' field and transport to processing plant as designated by NSC, after getting approval from Seed Certification agency.
- h) If the grower failed to deliver the seed less than the estimated yield of certification agency, the facilitator will equally responsible.
- i) The NSC will arrange for processing in its own plant or NSC designated plant for

processing which will be decided later based on the distance from the field and NSC processing plants.

- j) The Facilitator will arrange for in time processing and then sampling of the seed lots as per the time schedule of Certification agency & NSC.
- k) If the seed lots failed to confirm the standard the same will be returned to the concerned grower for which no payment will be made. If any advance payment or any due against the certification charges to pay by the farmer to NSC, the Facilitator is responsible for recovery of all dues from such farmers.
- l) The Facilitator will arrange for packing of seeds of passed seed plots in NSC packing after getting the satisfactory germination reports.
- m) The procurement price for cleaned, packed seeds and passed seed by SSCA will be fixed by the NSC as per NSC policy.
- n) The procurement price as fixed by NSC including production subsidy, if any for cleaned, packed and passed seeds by SSCA will be paid to the farmers account directly through RTGS / NEFT by NSC.
- o) The facilitator charges as approved by NSC for the cleaned, packed and passed seed by SSCA will be paid to facilitator through RTGS/NEFT.
- p) The Facilitator will submit the bills for facilitator's charges with copies of FORM II (A certificate issued by certification agency under Section 9 of Seed Act 1966) and production certificate from certification agency.
- q) The 80% Facilitator charges will be paid to the facilitator if all terms conditions are fulfilled within two weeks of submission of bills. The balance 20% will be paid only after 30 days.
- r) The Facilitator will help NSC in arranging the field inspection by NSC officials and grower agreement with individual Farmer.

**5) CHANGE IN PARTNERSHIP FIRM: For Co./Sole Proprietor Firm/LLP/other form of Corporate Bodies**

- a) Where the facilitator is a partnership firm, a new partner shall not be introduced in the firm except only upon obtaining the prior consent in writing of the NSC.
  - b) On the death or retirement of any partner of the Facilitator firm before the due performance of the contract, the NSC may at this option cancel the contract and in such case the facilitator shall have no claim whatsoever for the compensation against the NSC.
- (The Contractor shall obtain the prior consent in writing from the NSC in case any change is proposed in the Governing body of the Facilitator).

**6) Earnest Money Deposit(EMD)-**

The EOI shall be accompanied by interest free EMD of **Rs. 1,00,000/- (Rupees One lakh only)** through Demand Draft in favour of **“National Seeds Corporation Limited”** payable at **Mohali Punjab/ RTGS** or other mode of online payment. Bid without EMD may be rejected. EMD of unsuccessful bidder except the lowest three will be returned through RTGS. EMD of the lowest three will be returned after the entire deal is over. Outstanding amount, if any, of the bidder with NSC will not be considered for the EMD purpose. MSME's with NSIC certificate and Start-up Companies are exempted from payment of EMD subject to valid documentary proof of registration with concerned authorities for the quoted stores. This facility will, however not be provided to those small scale units who are registered under old registration scheme which are extended up to 30<sup>th</sup> June, 1981 only.

- 7) NSC reserves the right to accept or reject any or all EOI received in response to this advertisement without assigning any reason, whatsoever.
- 8) The qualified /eligible Facilitator should execute an agreement with NSC on non judicial stamp paper of **Rs.200**.
- 9) The successful Facilitator shall remit interest free Security Deposit @ 5 % of the total value of the facilitator charges offered at the time of EOI on the offered quantity. This deposit shall be, remitted within ten days of signing of agreement. The same will be forfeited if grower fails to give the raw seed to NSC. EMD of the successful facilitator can be adjusted in the security deposit.

**10) FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited in the following cases.

A. If a bidder withdraws its EOI during the period of validity specified in the EOI Form: OR

B. In case of a successful bidder, if bidder fails to sign the agreement as per 8 and 9.

**11) TRANSFER AND SUBLETTING:** - (No change in application of agent after acceptance of bids.)The bidder shall not transfer, assign, sublet or otherwise part with the contract to any person, firm or company directly or indirectly or any part thereof without the prior written consent of the NSC.

12) **INDEMNITY:-**The facilitator shall at all times indemnify the NSC against all claims (loss/damage cost/expenses penalty/charges/fees etc. including legal /attorney expenses) which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark, multiplication & propagation of plants from supplied

plants/ planting material, breach of any terms and condition of the contract, non-compliance of any applicable law, negligence, fraud, misrepresentation or any act or omission being made against the NSC, the NSC shall notify to the facilitator of the same and the facilitator shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the NSC becoming liable to any amount on any aforesaid account the facilitator shall make good the amount so payable and the expenses incurred on that behalf.

**13) Refund of Security Deposit:** The Security Deposit will be discharged by the NSC and returned to the facilitator following the date of compliance of the facilitator's performance obligation, including carrying out all necessary adjustment/deduction if any and submission of a declaration by the facilitator that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

**14) Confidentiality Clause-** The facilitator/ bidder shall treat as confidential all designs/ drawings, data or information written or verbal supplied by NSC and shall use its best and covers to ensure that such information is not divulged to any third party, except with consent of NSC were necessary for the purpose of performance of its/ obligation hereunder and subject to similar undertaking being obtained from such third party to treat such data/ information as confidential

**15) Termination as NSC facilitator:**

15.1 If the Facilitator is in contravention of any of the terms and conditions at any time during the contract period and /or submitting any false information, NSC reserves the right to terminate the agreement.

15.2 The facilitator will have the right to contact the farmers for production program as per NSC's requirement. If NSC found that the **Facilitator malice the name of the NSC or spoil the reputation of NSC** and if it is proved, then NSC reserves the right to terminate immediately the agreement without giving any notice.

**16) Force Majeure-**

a) Notwithstanding the provisions of Registration, the **Facilitator** shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default 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 mentioned therein below.

b) For purposes of this clause, “Force Majeure” means an event beyond the control of the **Facilitator** and not involving fault of **Facilitator** or negligence and not foreseeable. Such events may include, but are not limited to, Acts of the NSC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, rain touched, lacking lustre, damage during transportation, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the **Facilitator** 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 **Facilitator** 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.

**17) Amendment** - NSC reserves the right to amend or change terms and conditions upon giving due notice to them as and when required and the same will be binding upon the **Facilitator**.

**18) Arbitration –**

In case of any dispute arises between NSC and Facilitator due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes 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, 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 this 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.

**19) Jurisdiction**—Only the Courts at New Delhi may be approached to decide the dispute between the Facilitator and NSC.



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(A Govt. Of India Undertaking: Miniratna Company)

REGIONAL OFFICE, MOHALI, CHANDIGARH

24, Industrial Area Phase-IX, Mohali-160062

**TECHNICAL BID**

**Application Form for registration as Facilitator for production of Certified Fodderseeds**

1. Name of Applicant : \_\_\_\_\_  
Firm/Company (in Block Letters) :

2.: Experience in seed production : -----

3. Complete mailing address : \_\_\_\_\_

Telephone (Office) : \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail : \_\_\_\_\_

4. Seed Producers Registration Certificate No. : -----  
(If available)

5. Income Tax No. (PAN No.) : \_\_\_\_\_

6. Past experience for 3 years in seed production.  
(Rs in Lakhs)

S. No.	Crop	Variety	Quantity produced for own	Quantity produced for Other organisation		Year of supply
				Name of the organisation	Quantity	
1						
2						

3						
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7 Proof for purchase of Breeder Seed (if own source seed available)

8. Proof for production of Foundation Seed (FORM II)

9. **Details of Quantity of planting material (Foundation / CS I seeds) available for production**

S.No	Fodder Crop	Variety / Female/ Male line	NSC Proposed Production ( Cleaned & packed seed )	Quantity planting material FS / CS I (in qtl)	Expected Production	
					Area in Ha	Quantity in Qtls
1	Berseem	Mascavi	14500.00			
2	Berseem	BL-10	1000.00			
3	Berseem	BL-42	2000.00			
4	Berseem	BL-43	2000.00			
5	Oat	Kent	2000.00			
6		<b>Total</b>	<b>21500.00</b>			

10. I accept all the conditions mentioned in the EOI to facilitate Fodder Seed Production of NSC.

11. I/We (Name, Registration& Address) hereby declare that my/our firm/company has not been black listed/debarred by any Govt. Department/Organisation/PSUs/Institutions etc, where I/ we have supplied planting material during the previous year and no Arbitration/Court case is pending against NSC.

12. I/we hereby certify that all the information mentioned above are true and nothing has been concealed. In case any information is found to be incorrect, my/our application may be treated as rejected by NSC management.

Signature

Name

Phone No:

E-mail:

Place & Date

**NATIONAL SEEDS CORPORATION LIMITED**

(A Govt. Of India Undertaking: Miniratna Company)

**REGIONAL OFFICE, MOHALI, CHANDIGARH**

**24, Industrial Area Phase-IX, Mohali-160062**

**FINANCIAL BID**

(Form for offer by Facilitator)

From:

M/s. -----

-----  
-----

**To:**

**Regional Manager,  
National Seeds Corporation Ltd.,**

Sir, \_\_\_\_\_

With reference to your EOI advertisement in .....on dated..... we hereby quote our Most competitive facilitator charges offer for Production of certified Fodder seeds and minimum proposed Procurement price to be extended to growers as per the terms Conditions of NSC. The particulars of offer are given below:

(Quantity in quintal & Price in Rupees per quintal)

S.No	Fodder Crop	Variety / Female/ Male line	NSC Proposed Production ( Cleaned & packed seed )	Quantity proposed to facilitate for production program	Facilitator charges in Rupees per quintal	Proposed minimum procurement price ( in Rupees per quintal )
1	Berseem	Mascavi	14500.00			
2	Berseem	BL-10	1000.00			
3	Berseem	BL-42	2000.00			
4	Berseem	BL-43	2000.00			
5	Oat	Kent	2000.00			
		<b>Total</b>	<b>21500.00</b>			

Signature

Name

Phone No:

.....  
E-mail:

.....

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**(A Govt. Of India Undertaking: Miniratna Company)  
REGIONAL OFFICE, MOHALI, CHANDIGARH  
24, Industrial Area Phase-IX, Mohali-160062**

1. I accept all the conditions mentioned in the EOI to facilitate Fodder seed production of NSC (To be submitted in company letter head).
  
2. With reference to your EOI advertisement in .....  
on dated..... we hereby quote our most competitive facilitator charges offer  
for production of certified Fodder seed and minimum proposed procurement price to the  
extended to farmers as per the terms and conditions of NSC.

Signature

Name

Phone No:

.....  
E-mail:

.....

**NATIONAL SEEDS CORPORATION LIMITED**

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REGIONAL OFFICE, MOHALI, CHANDIGARH  
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**Affidavit certificate**

1. I /we (Name, Registration & Address) hereby declare that my/our firm/company has not been black listed/debarred by any Govt. Department/Organisation/PSUs/Institutes etc., where I/we have supplied planting material during the previous year and no Arbitration/Court case is pending against NSC.
2. I/we hereby certify that all the information mentioned above are true and nothing has been concealed. In case any information is found to be incorrect, my/our application may be treated as rejected by NSC management.

Signature

Name

Phone No:

.....  
E-mail:

.....