



NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: CHENNAI

(CINNO:U74899DL1963GOI003913)

NOTICE FOR EMPANELMENT OF NURSERIES WITH NSC

NOTICE SHOULD BE SUBMITTED IN OFFLINE MODE

Date/ Time of Purchase/ Downloading the Notice	- 10-04-2025
Date / Time of Closing of Notice	- 16-04-2025/ 14.00 Hrs.
Cost of Application Form (Non-Refundable)	- Rs.5900.00 (Rupees Five Thousand Nine Hundred Only) incl. of GST @ 18%

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National Seeds Corporation Limited

(A Government of India Undertaking)

REGIONAL OFFICE: CHENNAI

22-C, SIDCO INDUSTRIAL ESTATE

AMBATTUR, CHENNAI-600 050

NOTICE FOR EMPANELMENT

No.4 (OS)/PRODN/NSC-CHN/2025-26/01

Dated: 10-04-2025

National Seeds Corporation Limited, Regional office, Chennai inviting reputed nurseries for empanelment for the supply of different type of horticulture or agro-forestry seedlings/saplings.

Particulars	Details
Name of the Notice	Empanelment of nurseries for the supply of different type of horticulture or agro-forestry seedlings/saplings.
Date of issue of NoE	10-04-2025
Application Download Start Date/time from website - www.indiaseeds.com	10-04-2025
Application Download End Date/Time	16-04-2025(Till 14.00 Hrs.)
Application Fee (inclusive of GST @ 18%)	Rs.5900.00 (Rs. Five Thousand Nine Hundred only)
EMD	Rs. 50,000/- (Rs. Fifty Thousand Only)
Address for Communication	National Seeds Corporation Limited Regional office 22-C,SIDCO Industrial Estate, Ambattur,Chennai-600 050
Clarification required if any the Contact Person is Production Officer during working days from 10-04-2025 onwards to 13.00 Hrs. on 16-04-2025	Production Officer <i>Email:nscchennai.prodn1@gmail.com</i> <i>Ph.044-26256192</i> <i>Mobile 88706 86166</i>

1. Application without EMD and Application fee will be rejected.
2. NSC reserves right to make any alteration /modification in the Application documents or cancel the notice at any stage without assigning any reason.

Regional Manager

PART – I

National Seeds Corporation Limited

(A Government of India Undertaking)

REGIONAL OFFICE: CHENNAI

22-C, SIDCO INDUSTRIAL ESTATE

AMBATTUR, CHENNAI-600 050

APPLICATION FOR EMPANELLEMENT OF REPUTED NURSERIES WITH NSC

(To be filled by the applicant. Use additional sheet if necessary)

Name of the firm:

Address:

.....

.....

Contact No:

Email Id :

GST Number :

PAN Number:

Bank Details:

Name of the bank:

Account Number:

IFSC Code:

Name and designation of authorized signatory of the firm:

.....

Declaration:

I / We have gone through the NSC's notice for empanelment of nurseries, terms and conditions of the agreement and agree to abide by it. The above facts are true to the best of my /our knowledge and belief.

(Signature of the Authorized Person)

Name:

Date :.....

Seal

Place:

List of documents to be enclosed with this application

1. Latest Income Tax Clearance Certificate/ Copy of latest return.
2. PAN Registration
3. GST registration details
4. Name of the owner/s of the firm or List of Directors on Board/ Partners in case of private company or cooperative society etc., along with their official and residential addresses and photographs.
5. Relevant work experience of successful supply of saplings to any Government/Private agency in last two years (if available).
6. NHB Accreditation Certificate or certificate/ Licence issued by any State or Central Government for running a nursery (If any)
7. Any other relevant document.

The self-attested copies of above the mentioned documents may be submitted as enclosure with the application to Regional Office-Chennai.

PART – II

Terms and Conditions

1. Coverage and Validity

- i) This Contract shall be effective for a period of 01 year from the date of signing of the agreement and all the terms and conditions contained herein shall apply to all transactions executed between the parties during this period. The Contract shall be renewed for a further specified period by mutual consent in writing.
- ii) NSC and Seller shall review at the end of every year, the performance and further renewal of this Contract on the existing or modified terms and conditions incorporated herein as may be agreed in writing by mutual consent of the parties to achieve better results.

2. Product Liability

Notwithstanding anything contained herein, it is hereby expressly agreed by the parties that Seller shall be responsible for supply of quality sapling and planters in good condition and suitable packaging as per the requirement of NSC. However, in case of quality complaints/ disputes, the same shall be dealt as per Point 3 & 7 of this contract stated hereinafter.

3. Responsibilities of Seller and NSC

- i. The Seller undertakes to supply the indented quantity of the ornamental/horticultural saplings, planters etc., as per NSC's requirement to the designated places as per the supply order within 05 calendar days from the date of receipt of the supply order and delivery challan.
- ii. The responsibility of the Seller includes transportation, loading, sorting, unloading and delivery to the designated places as per the supply order with the help of the required number of skilled persons without damaging the plants. Transit losses, if any, will have to be borne by supplier.
- iii. The horticultural saplings to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage, without any damage.
- iv. The poly packet (should be above 50 microns)/ planter should have proper pot mixture of the red earth/black earth, sand and farm yard manure and saplings should be as per specification in supply order.
- v. The soil of the poly bags/ planter to be supplied shall be intact at the time of delivery.
- vi. The supplied horticultural saplings and planters which do not conform to the specifications (as mentioned in supply order) shall be rejected outright and the supplier shall have no right to claim payment for the same and should be replaced within three calendar days from the date of intimation of such rejections.
- vii. The roots of the horticultural saplings to be supplied shall not be exposed.
- viii. The said saplings to be supplied shall not show any withering / wilting symptoms at any time of delivery.
- ix. The quality and quantity of the horticultural saplings and planters will be checked by the recipient at the time of delivery and the supplier shall allow sufficient time to the recipient authority for checking and examination of the same.
- x. In case of bulk supply (more than 50 saplings/plantlets) the NSC's officials/receiving official will send the material verification report within 02 days from the date of delivery. In case of any mortality of the sapling, the actual cause of mortality will be ascertained through material verification and the proportionate cost of the said quantity will be deducted from the supplier's bill.
- xi. Any deviation from the prescribed specifications will not be accepted by NSC under any circumstances.

4. DELAY IN SUPPLY

- i. It is emphasized by the NSC and understood by the supplier that the period of delivery, stipulated in the supply order is the essence of the contract.
- ii. It is understood by the supplier that any delay in delivery may obviate the necessity of supply and thereby may affect the implementation of NSC'S supply plan.

5. PENALTY

- i. If the seller fails to deliver any or all of the horticultural saplings and planters within the time specified in the supply order due to his fault or inefficiency, a sum equivalent to 0.5% of the price of the delayed materials will be deducted for each day of delay or fraction thereof until actual delivery.
- ii. In case, the delay is beyond one week, the NSC will issue a written notice to terminate order placed to the seller and will proceed with any or all of the necessary part of supply through other party.

6. SECURITY DEPOSIT

The Seller shall deposit with the Company an interest free security deposit amount of Rs. 100000/- (Rupees one lakhs only), through Bank Draft/RTGS/NEFT, for prompt, un-conditional and faithful performance of the terms and conditions stipulated in this agreement. EMD will be adjusted with Security deposit. In the event of any breach or failure to fulfil all or any of the terms and conditions herein contained by the seller or for any other reason whatsoever, without prejudice to such other remedies available, including forfeiture of the entire security amount the Company shall have the right to recover such sums as deemed proper to meet the damage, loss or expenses incurred by the Company in this regard.

7. PAYMENT TERMS

- i) Payment will be claimed by the Seller on submission of the Bill in duplicate with receipted challans duly certified by the recipient authority and have to be submitted to the PARTY OF THE FIRST PART within seven working days of completion of supply, upon which 50% (Fifty Percent) value of the quantity supplied shall be released to the PARTY OF THE SECOND PART through Direct Benefit Transfer.
- ii) The remaining 50% of the Bill shall be released upon receipt of Verification Reports from the recipient, discounting penalties, if any, arising due to the mortality of the planted saplings or delay in supply.
- iii) All Statutory deductions will be deducted from the SECOND PARTY'S Bill.

No mobilization advance will be allowed.

8. AMENDMENT:

No amendment of any provision of this Agreement shall in any event be effective unless the same has been agreed and made in writing by both the parties.

9. ASSIGNMENT:

Neither party shall have the right to assign this agreement without the other party's prior written consent provided, however, that each of the party hereto reserves the right in its sole discretion to assign its right and obligations under this agreement to a wholly owned affiliate provided that assignee shall furnish an undertaking agreeing to be bound by the terms of this agreement.

10. INDEMNITY:

The Party shall indemnify and keep NSC indemnified against all losses or claims for injuries or damages whatsoever which may arise out or in consequent of the execution of any part/ term(s) of the agreement. Provided that the circumstances and situations which may arise out of Force Majeure condition as mentioned in this Agreement shall not be covered under this clause.

11. ARBITRATION:

In case any dispute arises between NSC and the Supplier due to any term or matter, both 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 issues under the provisions of Arbitration & 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.

If the party is a Government body then in the event of any dispute or difference relating to the interpretation and application of the provisions of this agreement between the parties, the matter may be resolved via mutual understanding and negotiation. In case the negotiation fails, then such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14.12.2022 as amended from time to time for adjudication.

12. JURISDICTION OF COURT:

In the event of any further dispute after conciliation/ arbitration relating to or arising out of this agreement between the parties, the same shall be settled by the Competent Court at Delhi/ New Delhi.

13. NOTICES

Any notice to be given under this agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by registered mail with acknowledgement due, addressed to the parties. Any change in addresses will be duly notified by the Parties to each other from time to time.

14. EFFECTIVE DATE & VALIDITY

This agreement shall come into force as soon as it is signed for all purposes and intents for a period of one year.

15. RENEWAL CLAUSE

The agreement shall be renewed for successive, additional years at the existing terms or as mutually decided by the parties unless either party delivers written notice to the other party one month prior to the end of any term of an intention to terminate this Agreement.

16. TERMINATION CLAUSE:

Each Party shall have the right to terminate the agreement by giving **one month** written notice in writing to the other Party at any time. If the agreement is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress. Either party shall have the right to terminate this agreement on account of Force Majeure, as set forth in Clause 18 of this Agreement.

17. ENTIRE UNDERSTANDING:

This Agreement contains the entire understanding between the parties and supersedes all prior or contemporaneous oral or written agreements, commitments understanding or communication with respect to the subject matter thereof.

18. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Supplier or the NSC, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as-

- i) War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- ii) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- iii) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- iv) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- v) Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.
- vi) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within forty eight hours after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- vii) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.
- viii) No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
 - a. Constitute a default or breach of the contract.
 - b. Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

Undertaking by Bidder for black listing and relationship with
NSC employee

Annexure - I

The Regional Manager
National Seeds Corporation Limited
CHENNAI

Sir,

This is in reference to your Notice for Empanelment of nurseries published for supply of Seeds. In this connection, I wish to undertake that our firm is neither blacklisted by any of the firm nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature

Address & Stamp: