



NATIONAL HORTICULTURAL RESEARCH AND DEVELOPMENT FOUNDATION

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Tender notice Ref.NO. HO/NHRDF/RD-30/2021-22/3811

Dated: 24/12/2021

TENDER NOTICE

NHRDF is interested in empanelling reputed, credible, experienced, financially and technically sound producers-cum-suppliers for purchase of truthfully labelled and certified seeds (OP/Hybrid) of various vegetable seed crops and varieties as well as seeds of other crops for a period of 3 years. Detailed guidelines eliciting terms and conditions which shall govern empanelment and working arrangement between NHRDF and the empanelled suppliers are available at our website: www.nhrdf.org and www.kvkdelhi.org.

The parties interested in empanelment with NHRDF may submit their applications in prescribed format alongwith all requisite documents in the tender box kept at the above-mentioned premises latest by 2 pm on 10th January 2022. The applications received beyond the above prescribed date and time will not be accepted. The applications received shall be opened on the same day at 3 pm in the presence of authorized representatives of the parties. Those parties who have responded to our earlier tender notice published on 07/08/2021 need not apply again.

The Director, NHRDF reserves the right to accept or reject any or all applications without assigning any reason.

Director

GENERAL GUIDELINES FOR EMPANELMENT OF SEED PRODUCERS-CUM-SUPPLIERS WITH NATIONAL HORTICULTURAL RESEARCH & DEVELOPMENT FOUNDATION (NHRDF) FOR SUPPLY OF VEGETABLE SEEDS OF DIFFERENT VARIETIES

BACKGROUND

NHRDF was established more than 4 decades back with the prime objective of carrying out research and development work in the field of horticultural crops; mainly onion and garlic. NHRDF has also been designated as a National Level Agency by the Ministry of Agriculture and Farmers Welfare, Government of India for implementation of various projects under Mission for Integrated Development of Horticulture (MIDH).

2. Over the years, NHRDF has expanded its infrastructural facilities and also played a leading role in the development of new varieties of onion and garlic. As far as infrastructural facilities are concerned, it has set up 5 Regional Research Stations (RRS) at Sinnar & Nashik (Maharashtra), Karnal (Haryana), Kumbhari (Tamil Nadu) and Boudh (Odisha) and 13 Extension Centres in various other parts of the country

3 NHRDF has played a crucial role in improvement of overall production of onion and garlic in the country by developing a number of area specific varieties of onion and garlic seeds. Over the years, NHRDF has developed 18 and 12 new varieties of garlic and onion seeds, out of which 11 and 6 varieties of garlic and onion seeds respectively have been notified by the Central Variety Sub-Release Committee, Ministry of Agriculture & Farmers Welfare, Government of India from time to time for different locations and seasons.

VEGETABLE SEED PRODUCTION PROGRAMME OF NHRDF

4. Every year, NHRDF takes up its own Vegetable Seeds Production Programme for a number of vegetables including onion and garlic on a sufficiently large scale to supply seeds in bulk quantity to various State Agriculture/Horticulture Departments, institutions, dealers private and public limited companies, cooperatives, individual farmers, etc.

5. Since last few years, NHRDF has also started marketing of Kitchen Garden Kits to the above-named agencies. The response in this regard has been very encouraging. In spite of the fact that NHRDF every year takes up its own vegetable seeds production programme in an average area of 1,500 hectares in a year, yet NHRDF has to source seeds/varieties of certain vegetable crops/varieties to meet the gap between demand and supply.

6. With a view to providing further impetus to its business of production and marketing of vegetable seeds under its own brand name, NHRDF has decided to streamline the process of sourcing of vegetable seeds both truthfully labelled and certified seeds (OP/Hybrid) by empanelling reputed producers/suppliers of seeds as its registered suppliers. For the purpose of empanelling reputed producer-cum-suppliers as its registered suppliers, the following guidelines are laid down in this regard:

**REQUIREMENT OF TRUTHFULLY LABELLED/CERTIFIED
(OP/HYBRID) VEGETABLE SEED FOR THE YEAR 2021-22**

7. NHRDF may require truthfully labelled and certified seeds (OP/Hybrid) of namely; Tomato, Brinjal, Cauliflower, Cabbage, Chilli, Cucumber, Okra, Capsicum, Bitter Gourd, Bottle Gourd, Ridge Gourd, Pumpkin, Water Melon, Musk Melon, Spinach, Pea, Onion, Carrot, Radish, Carrot etc. during Kharif, Rabi and Summer (Zaid) seasons.

8. The tentative requirement of above-named vegetable seeds crop-wise/variety-wise and season-wise for the year 2021-22 is enclosed at Annexure-I. The exact requirement of vegetable seeds, however, will depend upon the indents/orders received by NHRDF from the Government and other agencies.

In addition to vegetable seeds, sapling and other plant material, NHRDF may also indent/ require other crops seeds, the details of which shall be informed to the empanelled suppliers from time to time.

**GUIDELINES FOR EMPANELMENT OF ASSOCIATES FOR SUPPLY OF
VEGETABLE SEEDS**

**I) CATEGORIES OF ORGANIZATIONS/COMPANIES
WHICH CAN BE EMPANELLED:**

Any Private/public limited company/ proprietorship/partnership firm/ Govt. Institute / Corporation / Govt. Agency/Cooperative Society/ Farmers' Producers Organization(s)/Self-Help Groups/ desirous of getting empanelled with NHRDF for supply of vegetable seeds should be engaged in production and supply of truthfully labelled/ certified (OP/hybrid seeds) of various crops for minimum 3 or more years. The above-named parties should also be registered with State Seed Certified Agency in case certified seeds are to be supplied by them to NHRDF.

II. TURNOVER

- 1.) Private/public limited company/proprietorship firm/partnership firm should at least have an average annual turnover of Rs.5.0 crore during the last 3 financial years from sale of vegetable seeds. Year-wise details of annual turnover (audited balance sheet) of last 3 years have to be furnished.
- 2.) Government Institute/Corporation/Govt. agency/ should at least have an average annual turnover of Rs.10.0 crore during the last 3 financial years from sale of seeds. Year-wise details of annual turnover (audited balance sheet) of last 3 years have to be furnished.
- 3.) Cooperative Society should at least should have an average annual turnover of Rs.1.0 crore during the last 3 financial years from sale of seeds. Year-wise details of annual turnover (audited balance sheet) of last 3 years have to be furnished.
- 4.) Self-Help group/Farmers' Clubs should at least have an average annual turnover of Rs.50.0 lakhs during the last 3 years from sale of seeds. Year-wise details of annual turnover (audited balance sheet) of last 3 years may have to be furnished

IV. PAN/TIN/CGST/SGST Number

The Seed Producer/supplier should have a valid PAN, TIN/CGST/SGST number.

V. SEED LICENCE

The Seed Producer/suppliers should have a valid licence issued by appropriate authority for dealing in seed production or supply of seed business. The supplier must also have authorization and permission necessary or requisite in law for breeding and production of such seeds and that all such licences, authorizations and permissions are presently valid and are in full force and effect.

Proof of Registration of crop/variety-wise area with State Seed Certification Agency for production of certified seeds in case producer/supplier is asked to supply certified vegetable seeds.

V. SUPPLIES:

The Seed Supplier should mention the names of organizations/agencies to which it has supplied vegetable seeds (crop-wise, variety-wise, quantity-wise and value-wise) during the last 3 years. In case the seed supplier has its own marketing network, details thereof may be furnished. Certificate of performance from the leading buyers of seeds should also be attached.

VI. OWN PRODUCTION LINE

The applicant must provide details, such as, crop-wise and variety-wise vegetable seeds produced, area in Ha, area registered with seed certification agency may be mentioned at the time of making application if certified seeds are to be supplied to NHRDF. If the applicant undertakes own breeder to foundation seed production programmes, then crop-wise details for rabi/kharif/zaid seasons may be provided. Source of Breeder/Foundation seeds may also be furnished.

VII. INFRASTRUCTURAL FACILITIES

Details of ownership of seed processing infrastructure like seed processing or testing labs etc. under self-ownership or on lease or tie-up basis may be furnished. Further, details relating to own research and development facilities available or not may also be furnished.

In case the applicant has its own/hired godown facility, then location and capacity of godown may be furnished with rent agreement.

VIII. QUALITY OF SEED:

- 1.** The variety of crop must be genetically pure, sound in morphological and physical characters, uniform and stable and most suitable for cultivation in specified area.
- 2.** Seed must be disease, infection and virus free by being maintained in the aseptic conditions in the production field.
- 3.** The details of lot-wise laboratory test reports of seeds have to be provided by the empanelled supplier before supplying the ordered quantity of seeds.
- 4.** Three samples of each lot of seed will be taken and sealed, out of which one sample will be retained by the supplier, one sample will be retained by NHRDF and the third sample will be used for conducting Grow Out Test and germination test by the supplier at its own laboratory/field. The other two samples retained by the supplier and NHRDF would be used for simultaneous testing in the event of any dispute on germination or genetic purity of seeds.

5. The representative sample of each lot of seeds to be supplied by the empanelled supplier will be first tested at NHRDF Laboratories before despatch of material and it is only after NHRDF clears the quality on the basis of successful test reports and written intimation given to the empanelled supplier, the empanelled suppliers shall make supplies in terms of the supply order placed by NHRDF.

6. The seeds will also be verified after arrival at designated godown points by the NHRDF to ensure that the supplies are arranged by the party in accordance with the approved samples before NHRDF arranges supplies to its customers/associates.

7. The empanelled supplier shall be solely responsible for the quality of seeds supplied from the date of supply to the date of expiry of the said seeds. If the seed quality is found to be defective or poor, the empanelled supplier will refund the cost of seeds (all costs incurred on such goods by NHRDF towards testing, transportation et.) or replace the defective seeds with good quality seeds within a period of 7 days and any legal consequence thereof including that of compensation payment as may be decided by any authority of Consumer court, other court of law or Government. The empanelled supplier in such an event will also be liable to be blacklisted and they will not be registered in future for a period of three years.

8. Even if the seeds meet the prescribed quality standards, NHRDF reserves the right to reject the stock on ground of discolour, lack of lustre or admixture found on the ground of poor quality. In such cases the supplier shall be asked to replace the seed. Further, if again below quality seed is supplied then the security amount will be forfeited and that company / supplier shall be debarred for participation in any tender of the department for a period of two years.

9. Supplier shall at all times comply with the quality standards/specifications prescribed by NHRDF and also comply with all the applicable laws, notifications, ordinances, rules, regulations and legislations or other enactments or modification thereof for the time being in force, including without prejudice to the generality of the foregoing, strictly comply with the provisions of the Seeds Act, 1966 and the rules framed thereunder including any statutory modification therefrom time to time, relating to or pertaining to proper performance of suppliers duties and obligations .

10. Seed quality is the sole responsibility of the empanelled seed producers.

11. Any dispute arising due to seed quality in the field will be verified by scientist from NHRDF or local agencies like SAUs/ICAR Scientist/Govt. Agencies as per availability.

PAYMENTS TERMS:

- i) The payment of purchased seed shall be on the basis of invoices generated against the written order placed by NHRDF. The empanelled supplier shall invariably mention the lot-wise quantity of seeds/variety supplied, rate and the total value in the bills.
- ii) Since the supplies are to be made on **FOR** destination basis, the prices should be inclusive of all handling, packaging, transportation, taxes if any, upto the designated NHRDF godown.
- iii) The 80% payment of the invoice value against supply of vegetable seeds/other seeds shall be made to the empanelled supplier after delivery of seed at NHRDF godown and balance 20% shall be released on receipt of its satisfactory establishment in the field and after verification by concerned NHRDF officials or his authorized representative.

EMPANELMENT/REGISTRATION FEE FOR EMPANELMENT

The Applicant desirous of getting itself empanelled with NHRDF as its Registered supplier will have to deposit a one-time non-refundable empanelment/registration fee of Rs.1.00 lakh alongwith the application for registration in the prescribed proforma alongwith all requisite documents. Application for empanelment not accompanied with prescribed fee and required documents will not be entertained and will be summarily rejected.

Security Deposit: An amount equal to 20% of each purchase order shall be retained by NHRDF as security deposit (interest free) which shall be refunded on receipt of information from the officers of NHRDF regarding successful establishment of seeds in the farmers field. The performance guarantee may be forfeited by NHRDF at any point of time without prior intimation to the party to recover any outstanding dues.

OTHER GENERAL GUIDELINES

- i) The Seeds will be procured by NHRDF only from empanelled suppliers on need basis. The tentative annual requirement(season-wise) as given above by NHRDF is only indicative in nature and should not be taken as firm requirement. Actual requirement of various seeds/varieties would, however, depend upon the orders NHRDF fetches from various State Governments/agencies.

- ii) The requirement of seeds will be intimated by NHRDF to the empanelled suppliers from time to time and supply order will be placed after obtaining quotations from the empanelled suppliers with the supplier quoting the lowest rates.
- iii) The Empanelment of suppliers of seeds with NHRDF will be initially valid for a period of 3 years from the date of Agreement and the same shall be renewable on the basis of performance of the empanelled agency with mutual consent.
- iv) The empanelled seed producers will supply the required seeds at NHRDF designated godowns /destination points on **F.O.R** destination basis.
- v) The supplier has to supply the seed within maximum period of 07 days or the time stipulated in the written purchased order sent through post/email by NHRDF.
- vi) The empanelled supplier will have no right to impose any variety for procurement.
- vii) It shall be the responsibility of the empanelled supplier to lift upto maximum of 10% of the seed lots which remain unutilized with NHRDF after the end of the season at their own cost and arrangement and NHRDF will not be held responsible for any quality deterioration after due intimation.
- viii) The seeds supplied by the Supplier beyond requirement shall not be entertained
- ix) The empanelled supplier has to supply those varieties for which indent has been placed by the NHRDF in writing. In case the supplies are not made in accordance with the indented crops/varieties, the entire responsibility in this regard will devolve on the empanelled supplier.
- x) The ordered / desired quantity of seed shall be made available by the supplier to NHRDF.
- xi) The supplier must be responsible for any damage / loss to the seed during transportation / shipment to delivery point and shall have to replace any damage/ loss within 7 days.
- xii) The rates quoted by the empanelled supplier should be genuine, reasonable and in consonance with prevailing market rates. The purchase of seeds shall be from the lowest bidder for that particular crop & variety. However, NHRDF does not bind itself to accept the lowest priced tender.

- xiii) In case the lowest bidder fails to supply the required seed against total purchase order, the security amount will be forfeited and that company / supplier shall be debarred for participation in any tender of the department for a period of two years. In case, the bidder fails to supply the order, the NHRDF can purchase from the next bidder at L-1 party's risk and cost.
- xiv) Director, NHRDF New Delhi reserves the right to modify or amend any or all of the terms & conditions.
- xv) Any request for revision of rates for supply of seeds shall not be considered after NHRDF places the written order with the empanelled supplier.
- xvi) NHRDF has the right to cancel the empanelment and terminate the agreement of all such parties whose performance is not found satisfactory or any other reason by giving one month's notice to the associate.
- xvii) The relationship between supplier and NHRDF shall at all times be that as between producer and seller (NHRDF) of goods. Seeds made available by the supplier to NHRDF shall be on principal-to-principal basis. NHRDF shall be entitled to sell the seeds purchased by it from supplier to the Government Departments/institutions/Agricultural Universities, State Seeds Corporations, farmers, customers, dealers, consumers, etc either directly or through sale channels without any territorial jurisdiction.
- xviii) The supplier shall supply quantity of seeds at the prices mutually agreed upon periodically between the Supplier and NHRDF subject to the terms stated herein.
- xix) NHRDF undertakes to keep confidential all such information, which NHRDF officials shall gather during the course of inspections as mentioned above. However, any inspection carried out by NHRDF shall not relieve the supplier from any seed quality claim related obligation.
- xx) Taxes, if any, imposed on the sale of the said seeds to NHRDF shall be borne by NHRDF as an extra charge. However, if any tax portion applicable to the supplier is eligible for input credit, information regarding such input credit and benefit therefrom has to be passed on to NHRDF by the supplier.
- xxi) The supplier shall reconcile on shortages and damages, if any, observed by NHRDF and make good the same. NHRDF shall have to mention on the challan itself the particulars of such shortages, damages, if any observed by them or on the goods receipt note to be issued by NHRDF to the supplier in case of any direct supplies to third party executed by the supplier against the written purchase order issued by NHRDF. The cases of shortages/damages observed, pointed out, remarked in writing by the concerned officers of NHRDF shall be made good by the supplier.

- xxii) NHRDF will be free to sell the seeds so procured from the supplier at any place in India or in any other country in case any export enquiry/order is received by it. However, in the event of any export enquiry/order, NHRDF shall execute the order after obtaining written consent from the supplier. Pricing for overseas supply will be mutually decided in this regard before fetching the export order/or before shipment.
- xxiii) The supplier shall provide all facilities and extend full cooperation to NHRDF personnel for carrying out crop inspection, seed stock examination and sampling of seeds meant for supply to NHRDF to verify its quality as per specifications.

RESPONSIBILITY OF NHRDF

- i) NHRDF shall timely indicate the tentative annual vegetable seed requirement (season-wise, crop-wise, variety-wise, quantity-wise, destination-wise, schedule) to the empanelled supplier. However, as stated above, the same shall not be treated as an effective order for supply by the supplier and NHRDF shall not be liable to purchase such tentative seed requirement so indicated to the supplier.
- ii) After the delivery of the seeds supplied by the supplier, the NHRDF shall be responsible for the stocks and shall ensure that the seed will be maintained in such a manner that the quality and quantity shall not be impaired until the seed is distributed and used by the end-user and supplier will not be held responsible for any issue arising on account of any mismanagement, fraud, storage or transit related issues.
- iii) For the quality problem of seed at field level, the supplier shall be responsible to settle the issue. However, NHRDF will extend all support to settle the issue amicably.

FORCE MAJEURE

NHRDF or the empanelled supplier shall incur no legal liability whatsoever if at any time it is unable to receive or supply as the case may be, the whole or any part of the goods for reasons beyond its control including acts of God, acts of State/Central Governments orders, restrictions, war like conditions, hostilities, earthquake, fire, storm, lightening, epidemic quarantine, explosions, etc. In such case a declaration issued by the State Chamber of Commerce supported by a documentary proof shall be sufficient proof of the existence of the above circumstances and their duration, provided that such certificate has not been procured. NHRDF shall be sole judge to decide the existence of such a circumstance and its decision shall be binding on both the parties.

The party affected by force majeure shall, within seven days of the occurrence/commitment of such circumstances inform the other party by email and or by any other written medium of communication of which acknowledgment can be maintained about the existence of such circumstances. In the event of termination of these circumstances, information shall similarly be given.

ARBITRATION

1. In the event of any dispute or disagreement on any matter, the effort will be made by the concerned parties to the dispute to resolve the same amicably to the satisfaction of all concerned. However, in case the dispute remains unresolved, the same shall be settled through the arbitration proceedings as per Indian Arbitration & Conciliation Act 1996 (subject to latest amendments). An arbitrator shall be appointed with due consent of both the parties. The arbitration proceedings shall be conducted in the English language and the venue of the arbitration shall be at New Delhi.

JURISDICTION

It is irrevocably agreed by the NHRDF and the Producer/Supplier to the exclusive jurisdiction of the Courts at Delhi/New Delhi only in connection with any actions or proceedings arising out or in relation to the MOU to be executed between the parties.

BLACKLISTING AND LEGAL ACTION:

In case of non-compliance of the guidelines, technical specification, rectification of defects during execution or defect liability period and order of Director, NHRDF, New Delhi legal proceedings will be initiated and the cost will be borne by the firm. The agency will also be got blacklist to take any part in tenders to be called by NHRDF, New Delhi.

If the above terms and conditions are complied with and agreed to by the interested parties, a formal agreement is required to be executed between the supplier and NHRDF

**Authorized Signatory of the Seed Supplier
(Seal)**

Date:

**Format of forwarding letter to be submitted by the applicant
for empanelment with NHRDF as Seed Producer-cum-Supplier**
(To be furnished on the letter head of the company)

Ref.No.

Date:

The Director
National Horticultural Research & Development Foundation,
Bagwani Bhawan, 47, Pankha Road, Institutional Area,
Janakpuri,
New Delhi-110058

Sub: Request for empanelment with NHRDF as Seed Producer/ Seed Supplier

Dear Sir,

Please refer to your advertisement in _____ dated_____ inviting offers from parties interested in empanelment with NHRDF as seed producer-cum-supplier for supply of vegetable seeds. In this connection, we would like to inform you that we are interested in getting our firm/organization empanelled with NHRDF for supply of vegetable and other seeds. The requisite information along with necessary documents in the prescribed application form are enclosed herewith for your information and necessary action please.

2. In case any additional information is required, please let us know and the same will be furnished promptly. Further, we may state that we agree to abide by all the terms and conditions as prescribed by NHRDF for supply of seeds.

Thanking you,

Yours sincerely,

(Signature, name and seal of authorized person)

Annexure - I

List of documents require to be submitted by the seed supplier for empanelment with NHRDF

1. Applicant/seed supplier on its letter head will write a request letter in the prescribed format to NHRDF for Empanelment as Seed Supplier.
2. Application to be submitted in the prescribed format.
3. Applicant shall submit an undertaking on non-judicial stamp paper of Rs.100 as per Annexure II
4. Company/Organization Profile: Name of the company, address, contact number: office, email ID address, name of the authorized person, name of the chief executive officer, mobile number, list of directors of the Boar/partners with their official and residential addresses and photographs.
5. Certificate of registration.
6. Latest income tax clearance certificate/copy of latest return.
7. Memorandum of Understanding/Articles of Association and copy of ownership documents of firm
8. Last 3 years audited balance sheet/annual report
9. Photo copy of PAN of the Company/Organization and its Directors/Partners
10. Photo copy of TIN/CGST/SGST numbers of the company/organization
11. Latest licence as per Seed control order 1983 for every state.
12. List of agencies to which seeds have been supplied during last 3 years i.e., Government as well as non-government companies
13. Statement showing crop-wise, variety-wise, quantity and value of seeds supplied to different agencies during last 3 financial years.
14. Certificate of performance from the buyers
15. Proof of Registration of crop/variety-wise area with State Seed Certification Agency for production of certified seeds
16. Authorization to sign the agreement on behalf of company/organization/all partners.
17. Willingness to provide bank guarantee/security deposit
16. Willingness to execute the agreement on the terms and conditions of NHRDF

Annexure -II

FORMAT OF UNDERTAKING TO BE FURNISHED BY THE SUPPLIER ON NON-JUDICIAL STAMP PAPER OF RS.100/-

M/s _____ hereinafter referred to as "Supplier" having its registered office _____, is in the business of producing/marketing/supply of certified/truthfully labelled/hybrid seeds of various varieties and samplings/planting material.

That the Supplier is desirous of getting itself empanelled with National Horticultural Research and Development Foundation (NHRDF) for supply of truthfully labelled and certified seeds (OP/hybrid seeds) and saplings/planting material.

That the associate undertakes that it shall arrange supply of certified/truthfully labelled/hybrid seeds/planting material/saplings to NHRDF in accordance with prescribed quality specification and terms and conditions laid down by NHRDF. That the associate shall be fully responsible for quality of seeds/saplings/planting material supplied by it to NHRDF.

The associate also undertakes to indemnify NHRDF from any costs, risk, responsibility and losses that may be incurred on account of any action or inaction on the part of associate.

Signed this day of _____ in the year _____ through its _____ authorised signatory Shri _____ at _____

Name / Signature / Seal of Authorized signatory

For and on behalf of
M/s _____

Witnesses:

- 1.
- 2.