

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Beej Bhawan, Pusa Complex
New Delhi-110012



CIN No.: U74899DLI963GOI003913

GLOBAL TENDER: 01

FOR SUPPLY OF EXOTIC VARIETIES FRUIT PLANTS / PLANTING MATERIAL

LAST DATE & TIME FOR RECEIPT BIDS: UP TO 13:00 hrs. of 30th August, 2021

DATE & TIME OF OPENING OF BIDS : AT 15:00 hrs. of 30TH August, 2021



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

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NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
BEEJ BHAVAN: PUSA COMPLEX
NEW DELHI-110012

No.Prodn(7)NSC/H.O/2021-22

Dated:22nd July,2021

GLOBAL TENDER NOTICE No: 01

National Seeds Corporation Ltd. (NSC) invites e-tenders, from the reputed agencies /registered nurserymen engaged in production and supply of genuine planting material of fruits, for the supply of planting material/saplings from the source countries situated in Northern Hemisphere of the world of following fruit plants of various varieties /cultivars/ Root-stock varieties, during the year 2021-22 as per the details mentioned in the bid documents:

State wise requirement of Imported Planting material								
S. No.	Kind of Grafted Plants			Grafted Plants requirement in Nos.	State wise Requirement alongwith complete address of PEQ facility			
	Crop	Variety	Root-stock specification for grafting					
				Total no of plants required in Ist Year	Govt. Hort. Garden, Magra, Tehri Garhwal (Uttarakhand) India	Advanced centre of Hort. Dev. Zainapora, Shopian (Jammu & Kashmir) India	State Horticulture Farm, Shergaon, West Kameng (Arunachal Pradesh) India	Potato Seed Farm, Makrog, Chopal, Shimla (Himanchal Pradesh) India
1	Apple	Redlum Gala	M-9& MM-106 (50 % each)	30000		30000		
		Gale Gala	M-9 & MM-106 (50 % each)	30000		30000		
		Mema Gala	M-9 & MM-106 (50 % each)	30000		30000		
		Gala Buckeye	M-9 & MM-106 (50 %each)	30000		30000		
		Jeromine	M-9 & MM-106 (50 % each)	50000		50000		
		Spur Chief	M-9 & MM-106 (50 %each)	50000		50000		
		Honey crisp (Washington)	M-9 & MM-106 (50 % each)	50000		50000		
		Red Velox	M-9 & MM-106 (50 % each)	50000		50000		
		Pink Lady	M-9 & MM-106 (50 % each)	50000		50000		
		Mema Mester	M-9 & MM-106 (50 % each)	50000		50000		
		Early Red One	M-9 & MM-106 (50 % each)	50000		50000		
		King Roat	M-9 & MM-106 (50 %each)	50000		50000		
		Fuji Zhen Aztec	M-9 & MM-106 (50 % each)	10000		10000		



State wise requirement of Imported Planting material								
S. No.	Kind of Grafted Plants			Grafted Plants requirement in Nos.	State wise Requirement alongwith complete address of PEQ facility			
	Crop	Variety	Root-stock specification for grafting					
				Total no of plants required in Ist Year	Govt. Hort. Garden, Magra, Tehri Garhwal (Uttarakhand) India	Advanced centre of Hort. Dev. Zainapora, Shopian (Jammu & Kashmir) India	State Horticulture Farm, Shergaon, West Kameng (Arunanchal Pradesh) India	Potato Seed Farm, Makrog, Chopal, Shimla (Himanchal Pradesh) India
		Fuji Kiku Fubrax	M-9 & MM-106 (50 %each)	10000		10000		
		Gala Brookfield	MM-106 & MM-111(50 %each)	8000	8000			
		Gala Dark Baron	MM-106 & MM-111(50 %each)	9000	9000			
		Gala Schinga Schnico	MM-106 & MM-111(50 %each)	8000	8000			
		Gala Ultima	MM-106 & MM-111(50 %each)	10000	10000			
		Gala Venus Fengal	MM-106 & MM-111(50 %each)	8000	8000			
		Scaelet Spur III	MM-106 & MM-111(50 %each)	12000	12000			
		Sun Fuji	MM-106 & MM-111(50 %each)	10000	10000			
		Jazz	MM-106 & MM-111(50 %each)	8000	8000			
		Sweetango	MM-106 & MM-111(50 %each)	10000	10000			
		Snapdragon	MM-106 & MM-111(50 %each)	8000	8000			
		Ruby Frost	MM-106 & MM-111(50 %each)	10000	10000			
		Pacific Rose	MM-106 & MM-111(50 %each)	10000	10000			
		Pinata Apple	MM-106 & MM-111(50 %each)	8000	8000			
		First Kiss	MM-106 & MM-111(50 %each)	12000	12000			
		Red Love Clypso	MM-106 & MM-111(50 %each)	8000	8000			
		Red Love Circe	MM-106 & MM-111(50 %each)	8000	8000			
		Red Love Era	MM-106 & MM-111(50 %each)	9000	9000			
		Red Love Odysso	MM-106 & MM-111(50 %each)	9000	9000			
		Red super Delicious	MM-106 & MM-111(50 %each)	8000	8000			
		Dazel	Geneva Series-G-41(a)/G-213/G-935 OR M-9	5000			5000	
		Red lum Gala	M-9/MM-111	5000			5000	
		Auviel Early Fuji	Geneva Series-M-9/MM-111	5000			5000	
		Adams Apple	Geneva Series-M-9/MM-111	5000			5000	
		Hapke	Geneva Series-M-9/MM-111	4000			4000	



State wise requirement of Imported Planting material									
S. No.	Kind of Grafted Plants			Grafted Plants requirement in Nos.	State wise Requirement alongwith complete address of PEQ facility				
	Crop	Variety	Root-stock specification for grafting						
				Total no of plants required in Ist Year	Govt. Hort. Garden, Magra, Tehri Garhwal (Uttarakhand) India	Advanced centre of Hort. Dev. Zainapora, Shopian (Jammu & Kashmir) India	State Horticulture Farm, Shergaon, West Kameng (Arunachal Pradesh) India	Potato Seed Farm, Makrog, Chopal, Shimla (Himanchal Pradesh) India	
		Winter Banana (Spur type) Pollinizer	Geneva Series-M-9/MM-111	3000			3000		
		Golden Delicious(Spur type) Pollinizer	Geneva Series-M-9/MM-111	6000			6000		
		Total (Apple)		746000	173000	540000	33000		
		(B) ROOT - STOCK							
			MM-111	20000	20000				
			MM-106	8000	8000				
			M-7	8000	8000				
			Geneva-202	8000	8000				
			Geneva-11	6000	6000				
			B-118	8000	8000				
			B-9	5000	5000				
			M-116	6000	6000				
		TOTAL		69000	69000				
		GRAND TOTAL (A+B)		815000	242000	540000	33000	0	
2	Walnut	Chandler	Recommended - High quality /HD	105060	8000	70000	12060	15000	
		Howard		71500	8000	50000	6000	7500	
		Fernor		16000	10000		6000		
		Lara		8000			8000		
		Hartley		6000			6000		
		Franquette (Pollinizer for Chandler)		1340				1340	
		Fernette (Pollinizer for Fernor)		600				600	
		Fernette		6000	6000				
		Frequette		19500			12000		7500
		Shenivo		3500					3500
	Pedro	3500					3500		
	Payne	3000					3000		
	Total (Walnut)			244000	32000	132000	40000	40000	
	Grand Total (in numbers):			1059000	274000	672000	73000	40000	

EMD		
For Apple per plant (in INR)	For Walnut per plant (in INR)	Tender Cost (in INR)
Rs.10.00	Rs.20.00	Rs. 5000.00



Scheduled dates for tender are as under:

- a) Bid submission (Technical and Financial) date and time: Up to 13:00 Hrs. (IST) of 30th August, 2021.
 - b) Bid opening (Technical Bid) date and time: At 15:00 Hrs. (IST) of 30TH August, 2021
 - c) Opening of Price Bid of technically qualified bidders: Date will be intimated in due course.
1. EMD should be submitted by the parties participating in the tender online along with cost of tender documents. The Bank details for submission of EMD online are as under :

Name of the Company	: National Seeds Corporation Ltd.
Bank Name	: State Bank of India
Branch Name	: NSC Beej Bhawan, Pusa Complex, New Delhi-110012
Bank Account No.	: 10008498446
IFS Code	: SBIN0005389
Branch Code	: 05389
 2. The eligibility criterion for participation in the tender is given in the tender documents.
 3. Tenderers should submit both Technical bid and Price bid strictly as per instructions to tenderers given in Part-A of the tender documents.
 4. Tender not accompanied with requisite amount of EMD & Tender Cost and not submitted as per instructions contained in the tender documents are liable for rejection.
 5. Micro Small Enterprises (MSEs and their dealers / distributors) registered with NSIC for the quoted items under single point registration scheme in India are exempted from payment of cost of tender document and EMD as well as entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnishing documentary proof in support of their claim along with their request.
 6. The Bidders have to sign 'Integrity Pact "with NSC.
 7. NSC reserves the right to accept or reject any one or all tenders without assigning any reason thereof and the right for evaluation and decision based on tender submitted online. Any further Corrigendum (s) to this tender shall be published only on our website/e-portal.
 8. HP/UK/J&K/Arun. Prad. represents the state of Himachal Pradesh, Uttrakhand, Jammu & Kashmir, Arunachal Pradesh respectively in India.

Sr. General Manager (Legal & Corporate Affairs)

Signature :-
Subject : CN=RAJESH CHAUHAN, SERIALNUMBER=69db339e27e9778832e990a013-
2dcbb48f86a3727d16ae98d2067c70, ST=DELHI, OID.2.5.4.17=110012, O
U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No : 118EF03

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PART-A



SECTION – I

1.1 ELIGIBILITY

1. The bidder should be reputed / registered nurseryman who deals with nursery production of fruit plants and should be well experienced in production and supply of quality nursery plants.
2. The bidder should be an original producer or his authorized agent (Indian Counterpart) and shall furnish the documentary proof for the same.
3. Bidder is at liberty to apply for single or multiple crops i.e. **Apple or Walnut**. Tenderers interested to quote against this tender must quote atleast for 50% quantity of the crops and should furnish all valid required documents.
4. The nurseryman should have maintained the record of progeny trees i.e. the source of scion wood.
5. The bidder should be well experienced having capabilities to fulfill the requirements, formalities and process of Plant protection quarantine / Phyto-sanitary of country of origin and destination. He should possess and can provide the details, documents and valid certificates whatsoever requires by Quarantine Authorities.
6. **Experience and Technical Capacity:** The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

6.1 In case the bidder is Reputed /registered Nurseryman

- a) Bidder should be reputed organization, agency, nurseryman having 5 years of experience in the fields of production and export of genuine planting material, saplings/nursery plants of fruit cultivars for propagation and plantation purpose should express their interest.
- b) The bidder should have annual production capacity of at least 3 times the tendered quantity of the tendered planting materials.
- c) The Bidder shall furnish the information of any 3 supplies (each of quantity equal or more than tendered qty) and satisfactory performance during past 3 years. Bidders shall invariably furnish documentary evidence in support of the satisfactory delivery and quality of planting material supplied by them.
- d) The bidder should have valid Registration / License /Authorization for nursery business and export of planting material with certification agency/ statutory agency of their country.
- e) The nurseryman should have maintained the record of progeny trees i.e. the source of scion wood and should provide the following :
 - i. Location of Headquarter:
 - ii. Date and Country of Registration
 - iii. Details of the Farm (S) and location
 - iv. Area (Ha)
- f) Detail of progeny tree & its average yearly production for last three years

S.N.	Kind of Progeny tree	Variety	Age of the tree	Average yield of the tree during last three years



- g) The documentary evidence of conformity of the planting material and services to the bidding documents may be in the form of literature and data etc. and shall consist of:
- h) Detail description of varietals character and production performance of mother trees.
- i) Rootstock & Bud wood material used for propagation is free from all known viruses of fruit plants.
- j) List of Major Users of the supplier of nursery plants for the last three years

6.2 In case the bidder is an authorized Indian Agent / distributor of foreign Nurseryman

- a) The source Nurserymen/Farm shall fulfill the experience criteria mentioned at 6.1 above
 - b) In addition, the bidder himself shall have supplied the planting material and should have atleast one year experience in import/ export of plants with valid import license.
 - c) Offer from authorized Indian Agent of eligible foreign party will only be considered without any intermediary Agency/Firm between the party and agent.
7. The offer of the Indian Agent should also accompany the authorization letter from their principal.
8. Technical & Commercial documents requirement: The supplier shall submit details of commercial documentary proof as per the checklist of enclosed Section 1.2
9. **Financial Capacity** - The Bidder shall furnish documentary evidence to demonstrate that it meets the following financial requirement(s):

9.1 In case the bidder is Reputed Nurseryman

- a) The average of financial turnover of the bidder of last three audited balance sheets of the financial/accounting years from the original bid closing date, should be atleast Rs.15540 lakhs in case quote for full quantity and should be supported with audited financial balance sheet.

9.2 In case the bidder is an Indian Agent / distributor of foreign Nurseryman

- a) The source Nurserymen/Farm shall fulfill the Financial criteria mentioned at 9.1 above
 - b) In addition to the 9.2 (a) bidder himself should have an annual turnover during last three audited financial/accounting years from the original bid closing date, of Rs.5180 lakhs
10. Notwithstanding anything stated above, the NSC reserves the right to assess the capabilities and capacity of the bidder/his collaborators/associates/subsidiaries/Group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of NSC.
11. Source nursery in the Country of origin must have patent and license rights from the original patent holder of the varieties for production of offered varieties in the Tender. Bidder must enclosed documentary evidence for each license variety. In case any document submitted by the Bidder found to be fake/alterd their Tender shall be rejected and source supplier along with Indian Agent, if any shall be blacklisted.



12. Bidder is not eligible to participate in tender if he has been black listed / debarred by any of the Govt. Department/ Organization/ PSUs/ Institution etc. of India or [country of the bidder] and World Bank and that if any Arbitration is pending with NSC and further that has been prosecuted for violation of rules/ Law under essential commodities act or any rules other law or orders their under in any Court of law (Affidavit/certificate in this regard is to be submitted as per proforma attached with price bid (Annex. B-1)

Note: - The bidders who do not fulfill the above Eligibility, Financial & Technical Qualification Criteria shall be rejected during the Evaluation of Technical Bid



Section -1.2

COMPLIANCE STATEMENT OF DOCUMENTS REQUIRED FOR TECHNICAL & COMMERCIAL BID:

S. No.	Check List of Enclosures	Compliance Statement
1.	Certificate of incorporation of Company / Registration of the firm/Partnership Deed if Partnership firm	
2.	Letter of authorization/ Resolution of Board for signing of bid by the authorized person if the bidder Partnership firm or is limited Company.	
3.	An affidavit of ownership of proprietary firm/sole traders.	
4.	In case representative of bidder participate in the tender opening/negotiation of rate. letter of authorization to participate.	
5.	Documents required to fulfill eligibility and qualification criteria as specified in Para 1.1 of Section-I	
6.	Affidavit / certificate that my/our firm/company has not been blacklisted/debarred by any of the Govt. Department/Organization/PSU/Institution of India and no Court Case, arbitration case pending with NSC.	
7.	A copy of PAN No & Income-Tax Return for the last three years (for Indian Agent)	
8.	Copy of GST Registration No. (for Indian Agent)	
9.	MSE registered with NSIC, other Authorities Certificate with proper validity for quoted item (for Indian Agent)	
10.	Each and every concerned pages of tender documents should have digital signature of authorized signatory of tenderer.	
11	Affidavit that in no circumstance the price quoted exceeds the lowest price of identical goods supplied to Govt./Semi Govt. Organizations in India.	
12	Audited Balance Sheet for last Three years.	

Note: - In the absence of any of the above Technical & Commercial Compliance Statement with documentary evidence, tender may be considered for rejection.



1.3 SCOPE OF WORK

- A. Supply of planting material as per terms of the tender and specification defined at **Section –I, Part B** (Specification)
- B. The supplier shall provide catalogue along with current price list of the planting materials.
- C. **Packing-** The supplier shall provide such packing of the plant material as is required to meet plant protection quarantine provisions and to prevent damage or deterioration of grafts/plants/planting material during its transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where applicable the available inland mode (s) of transport in India, the remoteness of the plant materials final destination and the absence of heavy handling facilities at all points in transits. Further, limitations and/ or mandatory instructions, if any in the weights, volumes and sizes of the packages shall also be taken care of by the supplier. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements if any, as shall be expressly provided for in the contract, including additional requirements, if any specified in the Schedule of Requirements and any subsequent instructions given by the purchaser.

Packing instruction: Each package shall be marked by the supplier at its own expense, on three sides with indelible ink/paint, with the following details;

1. Contract No. and date
2. Name and address of the consignee
3. Name and address of the supplier
4. Brief description of planting material
5. Gross weight and outer dimension of the package
6. Country of Origin of planting material
7. Packing list reference no
8. Any other requirement, relevant to the contract

The supplier shall provide packing and delivery of planting material in specific lot/lots for each variety propagated on specific root-stock. During packing and delivery one lot should not be mixed with other lot of the same variety/rootstock or other variety or other rootstock. Each and every grafted plant should bear a non-removable TAG which may easily be recognized and details of plant on it should be readable during next 2 years so that the plants may be maintained, supplied and planted without any error. The TAG on each plant should have brief information Viz. Name of crop & Variety, Rootstock used mode & year of propagation, Supplier and originated country etc.



Signature :-
Subject : CN=RAJESH CHAUHAN, SERIALNUMBER=69db339e27e97786854420965a1913
2dcbbe48f86a3727d16ae98d2067c70, ST=DELHI, OID.2.5.4.17=110012, O
U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No : 118EF03

1.4 INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

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

I. ACCESSING / PURCHASING OF BID DOCUMENTS :

- 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 under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering 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. 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37**, nsclsupport@c1india.com / **Mr. Asish Kumar 9971456555**
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of



this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

1. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSC e-tendering portal and the Application may be **submitted online** following the instructions appearing on the screen/NIT.
- ii) Vendor can pay tender document fee Online through Internet Banking/ Debit Card/ Credit Card.
- iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

2. MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission but prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSC, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its-bid.

3. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.
- (ii) NSC shall open documents of the Application received in electronic form. NSC will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid of the eligible applicants only will be opened and the date of opening of price bid will be notified later on.

I. DISCLAIMER

The Applicant must read all the instructions in the tender Documents and submit the same accordingly.

Sr. General Manager(Legal & Corporate Affairs)

Signature :-
Subject : CN=RAJESH CHAUHAN, SERIALNUMBER=69db339e27e97786854420965a1913
2dcbb48f86a3727d16ae98d2067c70, ST=DELHI, OID.2.5.4.17=110012, O
U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No : 118EF03



1. **ADVICE FOR TENDERS:** -The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.
2. **ELIGIBILITY CRITERIA:** -Tenderers may quote for even one crop *i.e.* Apple or Walnut. Tenderers interested to quote against this tender must quote atleast for 50% quantity of the crops and should furnish all valid required documents.
3. The plants are required in India in the month of November to January in dormant condition for their survivability, therefore the source countries situated in Northern Hemisphere of the world are eligible for tender as they are competent to supply plants in that period in dormant condition.
4. **LANGUAGE OF BID:** - the bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Purchaser shall be written in English/Hindi Language. Only English language has to be used when the details are technical. The supplier shall bear all cost of translation, if any, to the English/Hindi Language and bear all risk of the accuracy of such documents provided by the suppliers.
5. **SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in part “A” of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.
6. **DEVIATION IN SPECIFICATION:** - Normally no deviation from the specification laid-down will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to what respect and to what extent the item offered by them deviate from the specification even though deviation may be minor and how it will meet requirement..
7. **DELIVERY OF GOODS:-**The delivery period so specified in Clause no.5 of Section –II of Part A will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should participate who are in a position to stick to the delivery schedule prescribed. Their attention is also invited to Clause-14 of Section- II of part relating to liquidated damages which shall be binding. After delivery of planting material at designated sites, the supplier may provide technical inputs and monitoring of protocols to ensure maximum survival of the planting material .
8. The Tenderers should give in writing the name of their authorized agency that shall represent them along with a proof of his identity and his signatures duly verified by the Bankers of the tenders. The information will not be accepted after submission of bid.
9. **TEST REPORT :-**Tenderer should also enclose with the consignment the test report from reputed international testing agency *i.e.* SGS or from any recognized agency/ university.
10. **QUOTATION OF PRICES:** - Tenderer shall give final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate crop-wise/variety-wise in the price bid form all prices and other information like documents etc. having bearing on the price shall be written in both figure and words in case of any discrepancy in rates quoted in words and figures, the rate quoted in words shall be considered.



- a) **The rates should be strictly quoted in Indian Rupees (INR) both for planting material supplied within or outside India by either domestic/foreign supplier.**
 - b) The rates should be quoted for the offered items **on the basis of DDP/FOR destination at PEQ facility inclusive of all taxes & duties, Quarantine expenses, Packing, Forwarding, Insurance charges etc.** The destinations are specified in section VII Part “A”. Indian Supplier should indicate their GST registration number and amount separately.
 - c) In case, the Corporation requires the materials at some other destination station other than specified in **Section-II of Part “B”** referred to above and in case the distance of such new destination station from the suppliers place of dispatch is more than the distance between suppliers place of dispatch to the highest distance among the destination prescribed in **Section- II of Part “B”**, Corporation shall be prepared to pay any extra transportation charges on proportionate basis.
 - d) If the rates quoted by tenderer are exclusive of taxes or levies, which are payable in addition, the exact rate and amount at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid additionally.
- 11. Bidder should have experience and technical capacity as per Clause 6 at Section-I of Part ‘A’.**
- 12. CHANGE IN PARTNERSHIP FIRM: For Co./Sole Proprietor Firm/LLP/other form of Corporate Bodies**
- a) Where the contractor 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 purchaser.
 - b) On the death or retirement of any partner of the contractor firm before the due performance of the contract, the purchaser may at this option cancel the contract and in such case the contractor shall have no claim whatsoever for the compensation against the purchaser.
(The Contractor shall obtain the prior consent in writing from the Purchaser/ tenderer in case any change is proposed in the Governing body of the Contractor)
- 13. PRINTED TERMS & CONDITIONS OF TENDERING FIRM: -** Printed terms and conditions of the tender shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**
- 14. EARNEST MONEY: As per NIT**
- a) EMD in Indian Rupees to be submitted by means of online payment only
 - b) **Exemption of earnest money deposit for Indian Manufacturers/suppliers which are registered with NSIC under Single point registration scheme: Indian manufacturers/suppliers who are Micro Small and Medium Enterprises (MSME’s) under single point registration scheme are exempted from payment of earnest money deposit provided they furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.**



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 U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
 User ID : rajesh.chauhan
 Serial No : 118EF03

The MSE units claiming exemption of Tender cost/EMD should submit MSME's UDYOG ADHAR MEMORANDUM along with registration certificate issued by National Small Industries Commission (NSIC). The memorandum/certificate shall clearly indicate the monetary limit and shall be valid as on due date/ extended due date of the tender. Also it should cover the items tendered to get EMD/Tender fee exemptions."

- c) The Public Sector Undertakings may deposit EMD in the form of FDR or Bank Guarantee issued by any **Scheduled Commercial Bank** for a term of 6months.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON AT (b) ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME's) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with paras above will be rejected by the purchaser as non-responsive.

15. FORMAT AND SIGNING OF TENDER:-

- a) Tenderers are required to submit their tender as per the prescribed proforma given in the tender documents. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be in the English/ Hindi languages. Each copy of the tender should be completed in all respect. All pages of the **tender and enclosures should be numbered consequentially and** shall be digitally signed by the Tenderer or a person or persons duly authorized to sign the Tender to the Contract. The letter of authorization shall be indicated by written power of attorney accompanying the Tender.
- b) The bid shall contain no interlineations erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

16. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall submit the bid online only before the due date and time of submission.

17. MODIFICATION AND WITHDRAWAL OF TENDER: -The tenderer cannot modify or withdraw its tender after the tender's submission, but the modification or withdrawal can be done prior to the deadline prescribed for submission of tenders. However, the last bid received by the tenderer shall be treated as the final bid.

18. DEADLINE FOR SUBMISSION OF TENDERS:-Tender must be received by the purchaser/Corporation no later than the time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working

day.

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User ID : rajesh.chauhan
Serial No : 118E03



19. **LATE TENDER:** -Any Tender Received by the purchaser/Corporation after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected.
20. **OPENING OF TENDER:** - The purchaser/Corporation will open the “**Technical & Commercial bids** “on the date of opening tender and “**Price Bids**” of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer’s qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid** will be **informed separately**.
21. **CLARIFICATION OF BIDS:** - To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
22. **FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited in the following cases.
- (a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:
- OR
- (b) In case of a successful Tenderer, if tenderer fails:
- i. To sign the contract in accordance with clause no. 32(a)
 - ii. To furnish security deposit in accordance with clause no. 32(b)
 - iii. To furnish Pre Contract Integrity Pact in accordance with clause no 32(c)
23. **DISPUTES OR DIFFERENCES:** - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Clause. no. 17 of Section-II of Part “A” of tender document i.e. General terms and conditions of the contract.
24. **VALIDITY OF OFFER:** - The tenderer shall keep their offers open for acceptance for a **period of 120 days from the date of opening of the tender**. In case the last date happens to be a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.
25. **FOREIGN COMPANY:** - The Indian authorized agents bidding on behalf of any Foreign Company should quote on behalf of Principal Nurseryman. One agent cannot represent two different suppliers or quote on their behalf in the tender.
26. **AWARD CRITERIA:** -Subject to Clause NO. 28, The purchaser/Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
27. **PURCHASER’s RIGHT TO VARY QUANTITIES AT TIME OF AWARD:-** The Purchaser/Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% or even cancel the quantity of supply specified in the schedule of requirements without any change in price or other terms & conditions.
28. **PURCHASER’s RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-**The Purchaser/Corporation reserves the right to accept or reject any or all Bids and to annul the tendering process and reject all Bids any time prior to award of contract without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderers of the grounds for the purchaser’s action.



29. NEGOTIATION: -There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest bid tenderer) only.

30. SPLITTING OF ORDERS: -The Purchaser/Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

31. REPEAT ORDER: - The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be opened to the Purchaser/Corporation to place repeat order with the supplier on the same rates and same terms and conditions for quantities not more than 50% of the quantity in the initial purchase order. Repeat order can be exceeded more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier.

32. CONTRACTS:-

a) **SIGNING OF CONTRACT :-**The successful tenderers within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -V of part "A" of the tender document, and furnish it to the purchaser. The terms and conditions contained in Section-II of Part A" of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be adjusted from the supplier payments.

b) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of purchase order shall furnish security deposit @ 10% of the value of the supply/purchase order in Indian Rupees for execution of order. The security money shall be furnished in the form of Composite Bank Guarantee and should be valid upto 12 Months from the date of signing the agreement or three month after the expiry of quarantine period whichever is later.

c) **PRE-CONTRACT INTEGRITY PACT:** -Successful Tenderers have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Proforma given in Section VI of Part "A" of the Tender Document.

Failure of the successful tenderer to comply with the requirement of clause 32(a), 32 (b) & 32(c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

33. REFUND OF EARNEST MONEY:-

(A) UNSUCCESSFUL TENDERERS:

In case of unsuccessful tenders who do not withdraw their offers before the receipt of final decision, the earnest money if deposited shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer whichever is earlier by means of RTGS/online transfer, and the Corporation

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Serial No: 118E703



will not be responsible for reimbursing to the tenderers the Bank's commission and currency conversion rate if any.

(B) SUCCESSFUL TENDERERS: -

- i) The successful tenderers shall sign agreement as per the format given in Section -V of Part "A" of the tender document and shall deposit the security money within 15 days from the date of issue of supply/purchase order, furnish Composite Bank Guarantee in the manner indicated in Clause – 4 of Section- II Part–“A”.
- ii) After the successful tenderer has completed formalities as stated above, the Earnest money deposit will be refunded to him/ them by means defined at 33(A). No interest shall be allowed on earnest money. The Corporation will not be responsible for reimbursing Bank's commission & currency conversion rate if any.



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U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No : 118EF03

SECTION – II

2.1- GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **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 Corporation.
2. **Indemnity:**-The supplier shall at all times indemnify the Corporation 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 on omission being made against the Corporation. The Corporation shall notify to the supplier of the same and the supplier 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 Corporation becoming liable to any amount on any aforesaid account the supplier shall make good the amount so payable and the expenses incurred on that behalf.
3. **Signing of Agreement:** -The supplier shall within 15 days from the date of issue of supply/purchase order execute the agreement on non-judicial stamp paper as per prescribed Proforma, in the tender document, with the Corporation as per clause 31 (a) of Section I
4. **Composite Bank Guarantee Bond:** -Successful bidders are required to deposit security money by furnishing Composite Bank Guarantee as per Clause No. 33 (B) of Section I for execution of the order. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished as per Proforma attached at **Section-IV Part “A** “of the tender document. The Composite Bank Guarantee should be same as Clause 32(b) Section- I and should be valid up to 12 months from the date of signing the agreement or three month after the expiry of quarantine period whichever is later. It should be issued by any Indian nationalized/scheduled bank of any Branch. The authorized signatory of the firm should furnish the affidavit stating that the Composite Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The Composite Bank Guarantee will be discharged by the Purchaser/Corporation and returned to the supplier within 3 month after the expiry of quarantine period or upon completion of 12 months from the date of signing of the agreement, whichever is later.
5. **Delivery:** - The supplier shall undertake delivery of planting material during the dormancy season of 2021-22. The delivery of the required quantity shall be made within 90 days of intimation by the purchaser. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by concerned NSC Unit with official stamp of authorized signatory’s shall be final for the purpose of calculating the delivery of planting material.

At the time of supply of the Goods, the details of shipping and/or other documents to be furnished by the supplier are as given below:

- A. **For material supplied from within India** - Within 24 hours of dispatch, the suppliers shall notify the purchaser the complete details of dispatch and also supply following documents by registered post/ speed post and copies thereof by email



1. Three copies of supplier's invoice inter-alia description and specification of the goods, quantity, unit price, total value
2. Packing list
3. Certificate of country of origin in case implemented by domestic supplier
4. Insurance certificate,
5. Railway receipt/consignment note
6. Manufacturer's warranty certificate and in-house inspection certificate, if any
7. Inspection certificate issued by purchaser's inspection if any
8. Any other document(s) as and when required in terms of the contract

B. For material produced or supplied from abroad - Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post/courier and copy thereof by email.

1. Three copies of supplier's invoice No., giving full details of buyer order No., date, country of destination of the planting material including quantity, value etc.
2. Packing list
3. Phytosanitary certificate as per PQ order 2003
4. Certificate of country of origin
5. Producer's inspection certificate.
6. Inspection certificate issued by the purchaser's inspection
7. Insurance certificate.
8. Name of vessel/carrier
9. Details of courier
10. Bill of lading/airways bill
11. Port of loading
12. Date of shipment
13. Port of discharge & expected date of arrival of goods.
14. Any permission of the Govt. Authority of the Country.
15. Any other document(s) as and when required in terms of the contract and guidelines prescribed by the Govt.

6. Place of Delivery: - Place of delivery shall be as per Section II of Part B. "Destination of supply of Nursery plants / planting material" of the Tender Document.

7. Pre -Delivery Inspection: - **Before dispatch of planting material** Tenderer should arrange pre-delivery inspection from reputed international testing agency i.e. SGS or from any recognized agency/ university. However, the Corporation at its discretion may depute their representative for the inspection of the material at the work place of the party/authorized agent or same can be inspected at site. During Inspection, planting material found substandard or fail to confirm to the specification on the basis of any quality report, reference may be made for the purchaser/ Corporation may reject them and it is on the sole discretion of the corporation to allow, supplier to replace the rejected materials as per specification and requirements free of cost to the purchaser/Corporation. The date of receipt after removal of defects will be construed as date of receipt for the purpose of calculating delivery period of Clause 5 of Section II of Part "A"



8. Right to Terminate or Alter the Contract: - If at any time during the terms of this contract the plan of the Corporation/purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier through e-mail.

9. Marking: -The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight and distinctive number of mark sufficient for purpose of identification. Each package shall contain:

- i) A packing note quoting the name of the purchaser
- ii) The number and date of order
- iii) Nomenclature of the plant material
- iv) Any other details/information as required.

The supplier shall comply with the requirements of the applicable Indian Acts relating to merchandise and rules made there-under for marking of all the planting material items supplied.

10. Packing: - The supplier shall provide such packing of the planting material as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract and scope of work.

11. Insurance: -The supplier shall dispatch all the consignments duly insured for all transit risks according to the dispatch instruction given by the Corporation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the supplier as under:

a) All transit risks “insurance” shall be arranged by the supplier, commencing from their site to the destination as per Section VII of the purchaser/Corporation.

b) The supplier shall responsible to give safe delivery of the plants / planting material at DDP/FOR. As per Section VII i.e. Dispatch Destination of Part “B” of the tender document. For any loss/damage etc., during transit, the supplier shall have to lodge the claim with the insurance and pursue the same till its settlement.

12. Warranty:-

(a) The supplier should give warranty about pedigree varietal characters, health, dimensions of material as per standards of Govt. of India, all kind of diseases & insect pest free planting material including viruses, nematodes & objectionable weeds, soils etc.

(b)In case the supply made by the suppliers/bidders are not found as per the specification laid down in the Tender Notice and other certificate documents, the same shall be rejected and supplier have to lift the supplies at their own risk and cost. Further, the EMD of such supplier shall be forfeited and shall be blacklisted.

13. Liquidated damages:-

1. If the supplier fails to deliver any or all the items covered by the contract, the Corporation reserves the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the supplier liable for all the damages, sustained by virtue of said cancellation and failing to perform the contract.



2. In the event of Corporation exercising its right to cancel the contract or any portion thereof as stated in the preceding clause, the Corporation shall be entitled to obtain the remaining planting material of the same specifications as offered by the supplier from other sources. In such an event, the Corporation shall be entitled to recover from the supplier the amount which the Corporation may have to incur over the above price which was payable to the supplier.

3. It is emphasized by the Corporation and understood by the supplier that the **period of delivery stipulated in the contract is the essence of the contract**. It is **admitted by the supplier that any delay in the delivery will cause damages to the Corporation**. Subject to Clause 15, in the event of the supplier's failure to have the planting material delivered by the due date specified in the acceptance of tender, Corporation shall have full right not to accept delayed delivery of planting material to avoid losses and low survival. Corporation shall have absolute sole discretion to may or may-not consider rescheduling the delivery for next suitable planting period. In such event L.D.at the rate of 0.5% (**half percent**) of the price of any item which the supplier has failed to deliver as aforesaid for each and every week or part of thereof during which the items may not be delivered, subject to **maximum 10% of the value of undelivered item** provided should there default or part of supplier for more than 15 weeks from scheduled date to complete the delivery successfully, Corporation shall have the right , in addition to provisions under clause 14 to invoke Security deposit without causing any notice to supplier to this effect .However, that if the delay shall have arisen from any cause which the Corporation may in its discretion allow such additional time as it may consider to have been required by the circumstances of the case.

14. Default & Risk purchase:-

(a) Should the supplier fail to have the planting material ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntarily) the Corporation shall have power under the hand of CMD or in his absence, highest executive officer to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put to incur or sustain by reason of, or in connection with supplier's default.

(b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to those so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the suppliers all continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) It is suppliers risk and responsibility to supply standard planting material at the destination in India and all risk involved to clearance of Phytosanitary Quarantine and PEQ, transportation hazards or any other happenings of regulatory binding.



15. Force majeure:-

1. Notwithstanding the provisions of Clauses 13 &14, the supplier shall not be liable for imposition of liquidated damages or termination of contract for default, if and to the extent that, it's 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 Supplier and not involving the Supplier'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, Act of God, restriction /Guidelines imposed by Govt. of India.
3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours with proper documentary evidence, so far as they are affected by such force majeure. Unless otherwise directed by the Purchase 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.

16. Terms of payments:-

- a) All invoices shall be prepared in quadruplicate in the name of National Seeds Corporation Ltd. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

"The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

Indian supplier Invoice should have GST Nos. printed on them, in the Tax invoice, cost and Tax amount shall be mentioned separately. Invoice to be sent in **duplicate to concerned consignees and two copies to NSC, H.O.**

- b) Unless otherwise specified in the contract, **80% of the contract price of plants received in good condition shall be paid in 30 (thirty) days of receipt of the plants upon submission of claim supported by the acceptance certificate issued by the purchaser(Authorized representative of NSC) alongwith certificate of delivery of the planting material in good, healthy and live conditions at site i.e. G.R. Note issued by respective destination of NSC along with duly verified copy of original invoice and documents as per clause 5 of section II. Balance 20% payment shall be made after ensuring 90% survival in case of Apple & 85% survival in case of Walnut after 90 days of planting at PEQ site**
- c) **In case the survival is less than above mentioned percentage, the cost alongwith expenditure incurred till the date of root stock/plants which fails to sprout shall be deducted from the bills of supplier accordingly.**

All the payment due under the contract shall be paid after deduction of statutory dues wherever applicable.



d) Mode of Payment

(For Indian/Indigenous manufacturers /suppliers/ items quoted in INR) –

All payment shall be made in INR through RTGS after making necessary deduction if any towards TDS, liquidated damages, outstanding, short supply section pro-rata basis or as decided by the Corporation. The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No etc.

(For Foreign manufacturers /suppliers/ Item quoted in INR) –

Payment for Supply Orders will be made through Irrevocable Letter of Credit Foreign (L.C.) from State Bank of India/Any other scheduled Indian Public sector bank, as desired by the buyer to the bank of Foreign seller after making necessary deduction in compliance of RBI and FEMA guidelines, if any towards liquidated damages, outstanding, short supply section pro-rata basis or as decided by the Corporation., All bank charges and foreign exchange losses to be borne by the supplier. It is desirable that supplier should have a Bank Account in India with any scheduled Bank.

The seller will give notification within 30 days, on receipt of notification of readiness from the firm; the letter of credit will be valid for 180 days from the date of its opening, on extendable basis by mutual consent of both the seller and buyer.

17. Settlement of disputes:-

All disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction or effect of the Contract or the breach thereof shall be referred to Arbitration for adjudication in accordance with the [Indian] Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. The Arbitral Tribunal shall make a reasoned award. The venue of arbitration shall be at New Delhi. The arbitration proceeding will be conducted in English Language. Performance under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained

The Contract shall be governed, construed and interpreted in accordance with laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and any other proceedings, whatsoever, arising out of this Contract

In case the supplier is Indian Public Sector Undertaking/Govt. Organization/Department the above clause shall not be applicable and in that event the dispute shall be resolved under AMRCD mechanism as per Department of Public Enterprises (DPE) guidelines.

18. Refund of Security Deposit:

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



19. Corrupt Gifts & Payments of Commission:-

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law in force, subject the supplier to cancellation of this and other contracts with the Corporation and also to compensate any loss resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

20. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract in India.

Affidavit should be given by the supplier on Rs100 non judicial stamp paper in case of Indian Supplier and on Company Letter Head in case of foreign Bidders. Same is to be placed in the "Technical & Commercial Bid "

21. **Confidentially Clause-** The supplier/ bidder shall treat as confidential all designs/ drawings, data or information written or verbal supplied by Corporation and shall use its best and covers to ensure that such information is not divulged to any third party, except with consent of Corporation 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.

22. **Governing Law and Jurisdiction-** The Contract shall be governed, construed and interpreted in accordance with laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and any other proceedings, whatsoever, arising out of this Contract



SECTION – III
FORMS
3.1 TENDER FORM

To

FROM

Sr. General Manager(Legal& Corporate Affairs)
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
NewDelhi-110012, INDIA

Sir,

- i) I/We _____ have read the tender documents as issued by National Seeds Corporation Ltd., (hereinafter called Corporation) and hereby agree to abide by the said instructions, terms and conditions contained therein.
- ii) I/We also agree to keep the offer contained in the tender open for acceptance for a period of 120 days from the date fixed for opening the same.
- iii) I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates and same terms and conditions for quantities not more than 50% of the quantity in the initial purchase order. Repeat Order can be exceeded more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier
- iv) I/We offer to supply the material as detailed in Section –II of Part- A herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery of tendered items within a period as specified in the contract/purchaser order.
- v)
- a) Online payment ref. No. _____ dated for Rs. _____ remitted to Name of National Seeds Corporation Ltd., New Delhi towards payment of the earnest money, enclosed.

OR

- b) We are Small Scale industry registered with NSIC under Ministry of MSME registered for item _____ under single point registration scheme after 30.6.1981 (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____
- vi) The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:



- (a) I/we withdraw the offer before a final decision of the tender is taken, provided that such a withdrawal is made within 120 days from the opening date of tender.
- (b) I/we do not execute the contract agreement & / provide Composite Bank Guarantee within the stipulated period after acceptance of my/our tender will be known to me/us.
- vii) I/We also understand that until a formal agreement is prepared and executed, acceptance on this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
- viii) I/we have read the Arbitration clause in Section-II clause 17 of Part ‘A’ of tender document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under these agreement clauses.
- ix) This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this tender or subsequently.
- x) Income tax PAN No:- (a copy is enclosed herewith)
- xi) GST No: - (a copy is enclosed herewith).
- xii) Company profile as per prescribed Performa given in Form for Technical and Commercial Bid at Annexure “B”& of Section III of Part “A” of the tender document digitally signed specifications for items at section I of Part “B” and terms and conditions of Section I & II of Part “A” contained in the Tender document is attached.
- xiii) Rates are quoted in the prescribed format given in Form of Price Bid at Annexure “A” of Section III of Part “A” of tender document.
- xiv) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical & commercial bid and the firm is found suitable during spot verification by NSC’s Officers or any third party deputed by NSC.
- xv) I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted.

Place:-
Date:-

Signature:
Name Of Authorized Signatory: -----
SEAL

E-mail ID:

.....
Phone No:.....

Mob. No:.....

Complete Postal Address:



3.2 FORM FOR PRICE BID

Annexure-A

To

Sr. General Manager (Legal & Corporate Affairs)

National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
NewDelhi-110012(INDIA)

Sir,

We have examined the prescribed specifications and read the terms & conditions of Tender No.01 for the Supply of Grafted Plants/Root Stock of Apple 815000 Nos. and Walnut 244000 Nos. Our rates for the aforesaid units according to the specification, terms & conditions are as under:-

I) A) Price Bid for supply of material as per specification mentioned at section-I of Part-B of tender DDP/FOR at Govt. Horticulture Garden, Magra, Tehri Garwal, Uttrakhand, India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										



B) Price Bid for supply of material of Apple as per specification mentioned at section-I of Part-B of tender DDP/FOR at Advance Centre of Horticulture Development, Zainapora, Shopian, Jammu & Kashmir, India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										

C)Price Bid for supply of material of Apple as per specification mentioned at section-I of Part-B of tender DDP/FOR at State Horticulture Farm, Shergaon, West Kameng (Arunachal Pradesh) India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										



II) A) Price Bid for supply of material of Walnut as per specification mentioned at section-I of Part-B of tender DDP/FOR at at Govt. Horticulture Garden, Magra, Tehri Garwal, Uttrakhand, India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										

B)Price Bid for supply of material of Walnut as per specification mentioned at section-I of Part-B of tender DDP/FOR at Advance Centre of Horticulture Development, Zainapora, Shopian, Jammu & Kashmir, India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										



C)Price Bid for supply of material of Walnut as per specification mentioned at section-I of Part-B of tender DDP/FOR at State Horticulture Farm, Shergaon, West Kameng (Arunachal Pradesh) India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										

D)Price Bid for supply of material of Walnut as per specification mentioned at section-I of Part-B of tender DDP/FOR at Potato Seed Farm, Makarol, Chopal, Shimla, Himachal Pradesh, India.

(Amount in INR)

S. No.	Name of fruit plants	Variety	Root stock Specifications.	Required quantity (No. of plants)	Offered quantity (No. of plants)	Offered rate per plant	GST per plant	Total cost per plant	Total cost	EMD
Total										

***Currency should be strictly in INR and payment will be through LC for foreign suppliers and through RTGS for domestic supplier in Indian account.**

**** GST applicable for Indian Supplier only as per applicability.**

***** Rate per plant should be on the basis of D.D.P/F.O.R. Destination inclusive of all taxes & Duties, Packing, Forwarding, Insurance charges & quarantine expenses etc.**

Stamp of the Company

Signature:_____

Place:-
Date:-

Name of Authorized Signatory:_____
Complete Mail Address:_____

Phone No.: _____
Mob. _____

E-mail Address

Signature :-
Subject : CN=RAJESH CHAUHAN, SERIALNUMBER=69db339e27e97786854420965a1913
2dcbb48f86a3727d16ae98d2067c70, ST=DELHI, OID.2.5.4.17=110012, O
U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No : 118EF03



3.3 FORM FOR TECHNICAL & COMMERCIAL BID

To

Sr. General Manager (Legal & Corporate Affairs)
National Seeds Corporation Ltd.,
Beej Bhawan Pusa Complex,
New Delhi-110012(INDIA)

Sir,

Profile of our Company/firm is as under:

- 1 Particulars of the company/ firm where registered:-

Name of the company with full address, contact number and e mail	Type of the firm i.e. prop./ pvt. Ltd./ Ltd. etc. with its registration no.	Name and contact no. of Prop./ partners/ Directors etc.

***Attach the necessary valid document in support of above.**

2. Information regarding production capacity (As per Part-A Section-1 clause 6 of bid)

3. Staff strength

Type of Employee	No.	Qualification	Experience

4. Qualification and experience of key personnel proposed for administration and execution of the contract.

Position	Name	Qualification	Experience in the proposed position	Contact no.

5. Financial statement including Annual report: (i.e. Balance sheet and statement of profit & loss) duly signed by Statutory Auditors of last 3 years along with copies:

Financial year	Annual Turnover (Rs. In Crore)	Annual Profit/ loss (Rs. In Crore)	Remarks

6. Registration:

GST No. (for Indian bidders)	
-------------------------------------	--



7. Income tax Details:-

PAN No (for Indian bidders)	Returns for Last Three Years (attached)	
	Year	Copy

8. EMD:-

S. No.	Crops	No. of Plants offered	EMD Amount (in INR)	Banker Name	Online transition Ref. number

9. Particular of Banker:-

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

10. MSEs' registration details (NSIC registered unit):

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

11. Self declaration on letter head of Co/Firm for not been prosecuted for violation of rules/ Law under essential commodities act or any rules other law or orders their under in any Court of law.
12. A undertaking on Rs 100/-, Non judicial stamp paper in case of Indian Supplier and on Company Letter Head in case of foreign Bidders, 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 Proforma attached in AnnexureB-1.
13. An affidavit on Rs 100/- non judicial stamp paper in case of Indian Supplier and on Company Letter Head in case of foreign Bidders, that Price Charged for Supplies under the contract shall under no circumstance exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department /Institution /Public Enterprises/Undertaking in India during the period of contract as per Proforma attached in Annexure-B-2.
14. Evidence of Access of Finance resources issued by bank (With Valid Proof).
15. Authorization for Signing Bid (With Valid Proof).
16. Experience & Technical Capacity to meet the eligibility as per 1.1- eligibility of Section-I of part A(all the necessary as documents should be uploaded as applicable):



17. Technical & commercial Compliance Statement to fulfill 1.1- eligibility of Section- I
(all the necessary as documents should be uploaded as applicable):

18. Financial capacity to fulfill clause no. 9, 1.1- eligibility of Section- I (all the necessary as
documents should be uploaded as applicable):

Thanking you,

Stamp of the Company

Signature: _____

Place:-
Date:-.

Name Of Authorized Signatory: _____
Complete Mail Address: _____

Phone No.: _____

Mob. No.:

E-mail Address: _____

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



3.4 AFFIDAVIT CERTIFICATE

I/We _____ (Name, Designation and Address) hereby declare that my/our firm/Company has not been black-listed / debarred by any of the Govt. Department/ Organization/PSUs /Institution etc. of India or [country of the bidder] and World Bank, where I/We had supplied the planting material during the last _____ years and no Arbitration / Court case pending against NSC.

Signature of Authorized signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____



3.5 AFFIDAVIT CERTIFICATE

I/We _____ (Name,
Designation and Address) hereby declare that the price charged for quoted item/items
under this contract by our firm has under no circumstance exceeded lowest price of
identical planting material given to any Govt. Department /PSUs
Institutions/Organizations etc. in India

Signature of Authorized Signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber Stamp _____

Place: _____

Dated: _____



SECTION-IV

COMPOSITE BANK GUARANTEE FORM

COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSITAND PERFORMANCE GUARANTEE BY THE BANK

This Bank guarantee executed on thisday of 2021by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012 hereinafter called the Corporation which expression includes its authorized representatives, successors and assigns at the request of M/s..... (hereinafter called the supplier) which expression shall include his/its successors and assigns.

“WHEREAS as per the terms of supply of exotic varieties of fruit plants/planting material etc. under this Corporation’s supply/ Purchase Order NO.....dated placed with the supplier..... has warranted about the specifications of the planting material supplied under the Corporation’s order”.

OR

“WHEREAS under the terms of the contract for the supply, quarantine and PEQ etc. under this Corporation’s Agreement No.....dated..... entered into between the Corporation and the suppliers, suppliers had warranted about the specifications of the Planting material under the contract”.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain **10% of** the price of the planting material till 6 months after the period the warranty expires.

AND WHEREAS the supplier is desirous of getting the said **10% price** from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee backed by the Bank.

AND WHEREAS the bank agreed to give the Bank Guarantee in lieu of the **10% price** and be guarantor for the Composite Guarantee Bond.

NOW THEREFORE, this guarantee witnessed and the Bank hereby agrees.

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the supply/purchase order and the Corporation declares that the Supplier has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Supplier.



2. The Supplier has warranted to the Corporation as follows.
 - i) The supplier warrants that the goods supplied under this contract/order are free from all defects in planting material, and are of the highest quality standards and specifications in the established and generally accepted standards in materials of the type of **planting material** ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall perform properly.
 - ii) The supplier warrants that the planting material shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 1 crop season from the date of supply or as required for PEQ clearance as per Plant Quarantine (Regulation of import into India)order 2003. The supplier's warranty in respect of any complaints, defects and/or claims limited to supply or replacement of defective items arise from sub standard material or damage during the transportation of the items, provided defects are brought to the notice of the supplier within crop season of their being first discovered during the warranty period and in no case after one month from the date of expiry of aforesaid warranty period. The warranty period for replaced plants will extend to another crop season from the date of replacement as envisaged by the warranty clause in this agreement/ order in respect of original supply.
 - iii) The supplier shall, if required, replace the planting material or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at the option of the Corporation, the supplier shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.
 - iv) All replacement that the Corporation shall call upon the supplier to deliver or perform under this guarantee shall be delivered or performed by the supplier as quickly as possible but in no case later than one month failing which the performance guarantee shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.
3. The bank further agrees that the Corporation shall be the sole judge of as to whether the said supplier has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the supplier has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the supplier and the bank.
4. The bank further understand that it shall not be necessary for the Corporation to proceed against the supplier before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.



5. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank herein.

6. Notwithstanding anything, contained herein before the liability of the bank under this guarantee is restricted to Rs..... The guarantee of the bank shall remain into force Upton crop season from the date of execution of this Bank guarantee or till 3 months after the expiry of quarantine period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

7.
 1. Witness

 2. Witness

- Here fill the name and full address of the Bank

- Here fill the Name and full address of the tenderer.

- Here fill the item of work for which order has been placed.



SECTION-V AGREEMENT FORM

AGREEMENT NO.....

This agreement is made on thisbetween the National Seeds Corporation Ltd., A Government of India Undertaking, incorporated under the Companies Act 1956 and having its Registered Office at Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the “Corporation” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... having registered office at (Hereinafter called the “Supplier” which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the “Corporation” with the intention of purchasing planting material invited offers vide Tender No... its own behalf.

AND WHEREAS the Supplier submitted their Tender No.....and upon consideration of the tender and after due deliberations/procedures , the Corporation placed Purchase Order No.....dated..... with Supplier, for the supply of Planting Material as per specifications, quantities, price and number mentioned in schedule of this agreement and in Purchase Order.

AND WHEREAS the Corporation and the Supplier have agreed to all the terms & conditions as contained in the tender documents for Tender No..... which shall form part of this agreement . The agreement shall be for the period of

The Supplier hereby agrees to supply and Corporation hereby agrees to purchase planting material with specifications and details as mentioned in the above said Purchase Order.

Settlement of Disputes:

All disputes or differences, whatsoever arising between the parties, arising out of touching or relating to construction or effect of the Contract or the breach thereof shall be referred to Arbitration for adjudication in accordance with the [Indian] Arbitration & Conciliation Act, 1996 as amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. The Arbitral Tribunal shall make a reasoned award. The venue of arbitration shall be at New Delhi. The arbitration proceeding will be conducted in English Language. Performance under the contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the Purchaser or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrators is obtained. If the party of Second Part, is Indian Public Sector, Govt. Organization or Departments of Govt. of India, the AMRCD mechanism as per DPE Guidelines will be opted.



GOVERNING LAW AND JURISDICTION:

The Contract shall be governed, construed and interpreted in accordance with laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and any other proceedings, whatsoever, arising out of this Contract.

No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the supplier

For an on behalf of the
National Seeds Corporation Ltd., Beej
Bhawan, Pusa Complex, New Delhi - 12

Witness

Witness

1.

1.

2.

2.

3.

3.



SECTION-VI

PRE-CONTRACT INTEGRITY PACT

(To be signed by all bidders)

General:-

1. Whereas National Seeds Corporation Limited represented by hereinafter referred to as the Buyer and the first party, proposes to procure goods / services through tender no. hereinafter referred to as planting material or goods, of the first part is a CPSE under Ministry of Agriculture and Farmers Welfare, Government of India.

And

M/s _____, represented by, _____, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the planting material. Whereas the Bidder is a (status of the bidder) constituted in accordance with the relevant law in the matter as Co. /Sole Proprietor/Partnership Firm/LLP/Registered Export Agency.

2. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the completion of the contract.

Commitments of the Buyer:-

3. The Buyer Commits itself to the following:-

The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

The Buyer will treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

All the officials of the Buyer will report to the CVO office of any attempted or completed breaches of the above commitments on the part of Bidder under Integrity Pact.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders:-

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-



The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the Contract or any other Contract with the Government.

The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The Bidder further confirms and declares to the Buyer that the Bidder is Competent to offer for stores /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression:-

The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason

Signature: _____
Date: _____
20E00548180a372781bae98d2167c70c3f=DELHI, OIB.2.3.4.17-110012, U
U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
Ajesh.chauhan
Serial No - 118EF03



7. Company Code of Conduct:-

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation:-

Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
- (ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- (iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the **LIBOR**. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is “closely” related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder’s firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- (x) The term “close” relative” for this purpose would mean spouse whether residing with the Government servant or not include a spouse separated from the Government servant by a decree or order of a competent court, son or daughter or stepson or step daughter and



wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law, any other person related ,whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. Fall Clause:-

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

10. Examination of Books of Accounts:-

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction:-

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

12. Other Legal Actions:-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.



13. Validity:-

The validity of this Integrity Pact shall be from date of its signing and extend till satisfactory closer of the Contract.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at ____ on ____.

BUYER BIDDER

CHIEF EXECUTIVE OFFICER

Company Name

Witness

1. _____

1. _____

2. _____

2. _____



SECTION-VII

PROFORMA OF GUARANTEE/ FOR SUPPLY OF GENUINE- PEDIGREE DISEASE FREE FRUIT PLANTS AND ITS PERFORMANCE DURING GURANTEE PERIOD

To

Dear Sir,

In consideration of the Tender No.01, dated 22.7.2021 invited by M/s. National Seeds Corporation Limited having its registered office at Beej Bhawan, Pusa Complex, New Delhi 110012 (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s..... with its Registered/Head office at (Hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a formal contract by issue of the Purchaser's letter of Award No..... date..... was entered with the Purchaser on Vide agreement dated..... (Hereinafter referred to as the contract).

We the supplier hereby gives a guarantee for the period of one year for the supply of genuine pedigree disease free quality nursery plants/Scion wood supplied by us dated day of.....20.....

Witness:

Signature and Seal
(Name of producer)

(Signature)

Name: For & on behalf of M/S



PART-B



SECTION-I

SPECIFICATIONS

1. Technical Specifications for supply of planting material of Apple at

A. Govt. Horticulture Garden, Tehri Garhwal, Uttrakhand and State Horticulture Farm, West Kameng, Arunachal Pradesh.

- Plants must be free from pest /diseases and must be certified by registered/competent authority that these plants are free from all quarantine diseases/pests including viruses and phytoplasma.
- Plants must be one year old with more than 5 feathers (>20 cms)
- The girth of plants above bud union must be at least 35 mm
- Necessary certification from registered/competent certifying authority of the country of origin needs to be provided
- The entire root system of the plants must be intact, viable and fibrous
- The plants must be at least 4 feet above bud/graft union
- If variety is patented , patent rights certificate should be provided for supplying such plants

B. Advanced Centre of Horticulture Development, Shopian, Jammu & Kashmir.

- Plants must be free from pest /diseases and must be certified by registered/competent authority that these plants are free from all quarantine diseases/pests including viruses and phytoplasma.
- Plants must be one year old with more than 5 plus feathers (>20 cms)
- The girth of plants above bud union must not be less than 35 mm
- Necessary certification from registered/competent certifying authority of the country of origin needs to be provided
- The entire root system of the plants must be intact, viable and fibrous
- The plants must be at least 5 feet tall (152 CM) from Bud union, having
- If variety is patented , patent rights certificate should be provided for supplying such plants



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U=IT CELL, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : rajesh.chauhan
Serial No : 118EF03

2. Technical Specifications for supply of planting material of Walnut at

A. Govt. Horticulture Garden, Tehri Garhwal, Uttarakhand, State Horticulture Farm, West Kameng, Arunachal Pradesh and Potato Seed Farm Chopal, Shimla, Himachal Pradesh.

- Plants must be free from pest /diseases and must be certified by registered/competent authority that these plants are free from all quarantine diseases/pests including viruses.
- Walnut plant should be free from : (a) Bacterial blight (*Xanthomonas juglandis*) (b) Bark Canker (*Erwinia nigrifluens*) (c) Gummosis (*Eutypa armeniacae*) (d) Codling moth (*Carpocapsa Pomonella*) and same will be mentioned in Phytosanitary Certificate. Treatment given if any must be mentioned in Phytosanitary certificate.
- The girth of plants above bud union must be at least 20 mm
- Necessary certification from registered/competent certifying authority of the country of origin needs to be provided
- The entire root system of the plants must be intact, viable and fibrous
- The plants must be at least 3 feet above bud/graft union
- If variety is patented , patent rights certificate should be provided for supplying such plants

B. Advanced Centre of Horticulture Development, Shopian, Jammu & Kashmir.

- Plants must be free from pest /diseases and must be certified by registered/competent authority that these plants are free from all quarantine diseases/pests including viruses.
- Walnut plant should be free from : (a) Bacterial blight (*Xanthomonas juglandis*) (b) Bark Canker (*Erwinia nigrifluens*) (c) Gummosis (*Eutypa armeniacae*) (d) Codling moth (*Carpocapsa Pomonella*) and same will be mentioned in Phytosanitary Certificate. Treatment given if any must be mentioned in Phytosanitary certificate
- The girth of plants above bud union must be at least 35 mm
- Necessary certification from registered/competent certifying authority of the country of origin needs to be provided
- The entire root system of the plants must be intact, viable and fibrous
- The plants must be at least 122 CM above bud/graft union and should be feathers.
- If variety is patented , patent rights certificate should be provided for supplying such plants



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Section-II

Destination Wise/ State wise Planting Material Requirement as per specifications mentioned at Section-I of Part-B

State wise requirement of Imported Planting material								
S. No.	Kind of Grafted Plants			Grafted Plants requirement in Nos.	State wise Requirement alongwith complete address of PEQ facility			
	Crop	Variety	Root-stock specification for grafting		Govt. Hort. Garden, Magra, Tehri Garhwal (Uttarakhand) India	Advanced centre of Hort. Dev. Zainapora, Shopian (Jammu & Kashmir) India	State Horticulture Farm, Shergaon, West Kameng (Arunanchal Pradesh) India	Potato Seed Farm, Makrog, Chopal, Shimla (Himanchal Pradesh) India
1	Apple	Redlum Gala	M-9& MM-106 (50 % each)	30000		30000		
		Gale Gala	M-9 & MM-106 (50 % each)	30000		30000		
		Mema Gala	M-9 & MM-106 (50 % each)	30000		30000		
		Gala Buckeye	M-9 & MM-106 (50 %each)	30000		30000		
		Jeromine	M-9 & MM-106 (50 % each)	50000		50000		
		Spur Chief	M-9 & MM-106 (50 %each)	50000		50000		
		Honey crisp (Washington)	M-9 & MM-106 (50 % each)	50000		50000		
		Red Velox	M-9 & MM-106 (50 % each)	50000		50000		
		Pink Lady	M-9 & MM-106 (50 % each)	50000		50000		
		Mema Mester	M-9 & MM-106 (50 % each)	50000		50000		
		Early Red One	M-9 & MM-106 (50 % each)	50000		50000		
		King Roat	M-9 & MM-106 (50 %each)	50000		50000		
		Fuji Zhen Aztec	M-9 & MM-106 (50 % each)	10000		10000		
		Fuji Kiku Fubrax	M-9 & MM-106 (50% each)	10000		10000		
		Gala Brookfield	MM-106 & MM-111(50 %each)	8000	8000			
		Gala Dark Baron	MM-106 & MM-111(50 %each)	9000	9000			
		Gala Schinga Schnico	MM-106 & MM-111(50 %each)	8000	8000			
		Gala Ultima	MM-106 & MM-111(50 %each)	10000	10000			
		Gala Venus Fengal	MM-106 & MM-111(50 %each)	8000	8000			
		Scaelet Spur III	MM-106 & MM-111(50 %each)	12000	12000			
		Sun Fuji	MM-106 & MM-111(50 %each)	10000	10000			
		Jazz	MM-106 & MM-111(50 %each)	8000	8000			
		Sweetango	MM-106 & MM-111(50 %each)	10000	10000			
		Snapdragon	MM-106 & MM-111(50 %each)	8000	8000			
		Ruby Frost	MM-106 & MM-111(50 %each)	10000	10000			
		Pacific Rose	MM-106 & MM-111(50 %each)	10000	10000			



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State wise requirement of Imported Planting material

S. No.	Kind of Grafted Plants			Grafted Plants requirement in Nos.	State wise Requirement alongwith complete address of PEQ facility			
	Crop	Variety	Root-stock specification for grafting		Govt. Hort. Garden, Magra, Tehri Garhwal (Uttarakhand) India	Advanced centre of Hort. Dev. Zainapora, Shopian (Jammu & Kashmir) India	State Horticulture Farm, Shergaon, West Kameng (Arunanchal Pradesh) India	Potato Seed Farm, Makrog, Chopal, Shimla (Himanchal Pradesh) India
				Total no of plants required in Ist Year				
		Pinata Apple	MM-106 & MM-111(50 %each)	8000	8000			
		First Kiss	MM-106 & MM-111(50 %each)	12000	12000			
		Red Love Clypso	MM-106 & MM-111(50 %each)	8000	8000			
		Red Love Circe	MM-106 & MM-111(50 %each)	8000	8000			
		Red Love Era	MM-106 & MM-111(50 %each)	9000	9000			
		Red Love Odysso	MM-106 & MM-111(50 %each)	9000	9000			
		Red super Delicious	MM-106 & MM-111(50 %each)	8000	8000			
		Dazel	Geneva Series-G-41(a)/G-213/G-935 OR M-9	5000			5000	
		Red lum Gala	M-9/MM-111	5000			5000	
		Auviel Early Fuji	Geneva Series-M-9/MM-111	5000			5000	
		Adams Apple	Geneva Series-M-9/MM-111	5000			5000	
		Hapke	Geneva Series-M-9/MM-111	4000			4000	
		Winter Banana (Spur type) Pollinizer	Geneva Series-M-9/MM-111	3000			3000	
		Golden Delicious(Spur type) Pollinizer	Geneva Series-M-9/MM-111	6000			6000	
		Total (Apple)		746000	173000	540000	33000	
		(B) ROOT - STOCK						
			MM-111	20000	20000			
			MM-106	8000	8000			
			M-7	8000	8000			
			Geneva-202	8000	8000			
			Geneva-11	6000	6000			
			B-118	8000	8000			
			B-9	5000	5000			
			M-116	6000	6000			
		TOTAL		69000	69000			
		GRAND TOTAL (A+B)		815000	242000	540000	33000	0
2	Walnut	Chandler		105060	8000	70000	12060	15000
		Howard		71500	8000	50000	6000	7500
		Fernor		16000	10000		6000	
		Lara		8000			8000	
		Hartley		6000			6000	
		Franquette (Pollinizer for Chandler)		1340			1340	
		Fernette (Pollinizer for Fernor)		6000			600	
		Fernette		6000	6000			
		Fernette	High quality /HD		6000	6000		

State wise requirement of Imported Planting material

S. No.	Kind of Grafted Plants			Grafted Plants requirement in Nos.	State wise Requirement alongwith complete address of PEQ facility			
	Crop	Variety	Root-stock specification for grafting					
				Total no of plants required in Ist Year	Govt. Hort. Garden, Magra, Tehri Garhwal (Uttarakhand) India	Advanced centre of Hort. Dev. Zainapora, Shopian (Jammu & Kashmir) India	State Horticulture Farm, Shergaon, West Kameng (Arunanchal Pradesh) India	Potato Seed Farm, Makrog, Chopal, Shimla (Himanchal Pradesh) India
		Frequette		19500		12000		7500
		Shenivo		3500				3500
		Pedro		3500				3500
		Payne		3000				3000
	Total (Walnut)			244000	32000	132000	40000	40000
	Grand Total (in numbers):			1059000	274000	672000	73000	40000



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