



राष्ट्रीय बागवानी अनुसंधान एवं विकास प्रतिष्ठान

National Horticultural Research & Development Foundation

National Horticultural Research and Development Foundation (NHRDF)

Bagwani Bhawan, Plot No. 47,

Institutional Area, Pankha Road, Janakpuri, New Delhi - 110058

Telephone: 011 2852 4150, 28522211

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Website: www.nhrdf.org

PAN No. AAAAN0502B

INVITIES

EXPRESSION OF INTEREST (EOI) FOR

Empanelment of Seed Producers/ Authorized Suppliers for supply of Vegetable Seeds (Hybrids & OPV)/other Hybrid Seeds and Horticultural Planting Material to Central/State Government Departments/Organizations/Agencies and other buyers through NHRDF.

EOI REF. No.: NHRDF/HO/EOI-Seed/2023-24/2049

Dated: 07/08/2023

Chief Executive Officer



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NOTICE OF DISCLAIMER

- i. The information contained in this EOI or subsequently provided to intending bidders whether verbally or in documentary form by or on behalf of National Horticultural Research and Development Foundation (hereinafter referred to as “NHRDF”) or any of its employees or officers (referred to as “NHRDF Representative”) is provided on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- ii. No part of this EOI and no part of any subsequent correspondence by NHRDF, or NHRDF Representative shall be taken neither as providing legal, financial or other advice nor as establishing a contract or contractual obligations. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements.
- iii. This EOI document has been prepared solely to assist prospective bidders in making their decision to get proposed work with NHRDF. NHRDF does not purport this information to be all- inclusive or to contain all the information that intending bidders may need to consider in order submitting the EOI. The data and any other information wherever provided in this EOI document is only indicative and neither NHRDF, nor NHRDF Representative, will make or will be deemed to have made any current or future representative, promise or warranty, express or implied as to the accuracy, reliability or completeness or the information contained herein or in any document or information, whether written or oral, made available to intending bidders, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this EOI.
- iv. Neither NHRDF nor NHRDF Representative make any claim or give any assurance as to the accuracy or completeness of the information provided in this EOI Document. Interested parties are advised to carry out their own investigations and analysis or any information contained or referred to herein or made available at any stage in the bidding process. Intending bidders have to undertake their own studies and submit their EOIs.

- v. This EOI documents is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information in relation to which it is being issued.
- vi. The information and statements made in this EOI document have been made in good faith. Interested parties should rely on their own judgments in participating in this EOI bidding process. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.
- vii. Recipients of this document should inform themselves of and observe any applicable legal requirements. NHRDF makes no representation or warranty and shall incur no liability under any law, statue, rule or regulations as to the accuracy, reliability or completeness of the EOI Document.
- viii. NHRDF reserves the right to reject all or any of the Bids submitted in response to this EOI at any stage without assigning any reasons whatsoever.
- ix. All Intending bidders are responsible for all costs incurred by them when evaluating and responding to this EOI and any negotiation costs incurred by the recipient thereafter. NHRDF may in its sole discretion proceed in the matter it deems appropriate which may include deviation from its expected evaluation process, the waiver of any documents and the request for additional information. Unsuccessful bidders will have no claim whatsoever against neither NHRDF nor its employees, officers.
- x. NHRDF reserves the right to modify, suspend, change or supplements this EOI at any stage. Any change to the EOI will be notified to all the Intending bidders to whom the EOI is issued. Mere submissions of a Bid do not ensure selection of the applicant as Successful Applicant.

National Horticultural Research and Development Foundation (NHRDF), established on 3rd November, 1977 under Societies Registration Act, 1860 having its head office at Bagwani Bhawan, Plot No. 47, Institutional Area, Pankha Road, Janakpuri, New Delhi - 110058, hereby invites Expression of Interest (EOI) from Empaneling prospective producers/suppliers (hereinafter called as “Producer/Supplier” or “Producers/Suppliers” as the case may be) for supply of Vegetable Seeds (Hybrids & OPV) / other Hybrid Seeds & Horticultural Planting Material to Central/State Governments/Government Organizations and other buyers/NHRDF Distributors (hereinafter called as “Customer” or “Customers” as the case may be). The details of items covered under this EOI are as under: -

1. List of items for which EOI is invited:

- (i) Vegetable Seeds (Hybrids & OPV)
- (ii) Other Hybrid Seeds
- (iii) Horticultural Planting Material

2. Scope of work:

- i. Empanelled seed producers/authorized suppliers shall accept all the Terms and Conditions of the Customers and shall undertake the supply of Vegetable Seeds (Hybrids & OPV) / other Hybrid Seeds and Horticultural Planting Material to the Customers in the manner required. The manufactures/authorized supplier shall also furnish Interest Free Security Deposit, if any, as required by the customer.
- ii. NHRDF will quote the rates to the distributors time to time on the basis of rates offered by the Producer/Authorized Supplier after adding Service Charge of NHRDF. The terms and conditions including quality, quantity, delivery schedule etc. of the order received by NHRDF from customer shall be applicable to the manufacturer/authorized supplier and the same shall be accepted by the manufacturer/authorized supplier in writing. NHRDF shall not make any financial investment for execution of the order nor NHRDF shall have any financial liability arising out of the transaction at any stage. It shall be the sole responsibility of manufacturer/authorized supplier to execute the order received from customer on behalf of NHRDF.
- iii. It is to be expressly understood and agreed by the manufacturer/authorized supplier that NHRDF shall be making the purchases on behalf of its Customers and NHRDF shall be liable to make payment to the manufacturer/authorized supplier only after receipt of the same from Customer. It shall be the responsibility of the manufacturer/authorized supplier to realize payment from the customer and NHRDF in no way shall be responsible for the same. In case any deductions are made from the bills of NHRDF by its Customers on account of deviations in the specifications or due to shortage(s) or for any other reason, the same shall be recovered/debited to the account of Manufacturer/Authorized Supplier.

3. Pre-qualification Criteria for Applicants:

- (i) Certificate of Incorporation/ Registration as Manufacturer/Authorized Supplier
- (ii) Proof of average annual turnover of Rs two crore during the last three financial years or Startup India Certificate.
- (iii) Minimum three (03) years' experience of supplies of any one or more of above inputs, whereas in case of Start Ups minimum experience should be of one (01) year.
- (iv) Valid Manufacturing License of respective products from concerned Government Departments/Authorities/copy of Authorized Agency Agreement/License for the same.
- (v) Organic Certification (if any).
- (vi) ISO Certification (if any).
- (vii) Company's PAN and GST number.
- (viii) The prospective applicant should not have been blacklisted/banned by any Central/ State Government Departments/PSUs/Autonomous Bodies.

- (ix) NHRDF may conduct inspection of the Manufacturing Unit of Manufacturer/Authorized Supplier godown/office before final empanelment to ascertain that the company is having modern Plant & Machinery and Active Supplies.
- (x) If manufacturing and supply companies are different yet under the same entity then provide relationship proof between the companies.

4. Documents Required:

Following documents are required to be submitted along-with Application/ EOI in a sealed cover: -

- (i) Request for Empanelment on Company's letter head dully signed and stamped. **(Annexure-I)**
- (ii) Demand Draft/ NEFT of **Rs.5,000/- + GST** (as applicable) in favour of National Horticultural Research and Development Foundation, New Delhi and payable at New Delhi towards **EOI Document Fee** (Non- Refundable).
- (iii) Copy of EOI document duly signed and stamped on each page as a token of unconditional acceptance of all terms and conditions/clauses.
- (iv) Undertaking for not having been blacklisted/banned by any Central/ State Government Departments/PSUs/Autonomous Bodies. **(Annexure-II)**
- (v) Supply orders/performance certificates in support of past performance.
- (vi) Documentary evidence of Certificate of Incorporation/Registration.
- (vii) Certificate of Registration of respective products.
- (viii) Registration of Manufactures/Authorized Supplier Agreement and Licenses to sell the products mentioned in Application Form.
- (ix) Documentary evidence of Manufacturing/Technology license/Copy of Authorized Agency Agreement/Certificate /Supply Agreements if applicable.
- (x) Documentary evidence of Organic Certification if available
- (xi) Copy of Company's PAN and GST Registration Certificate.
- (xii) Audited Annual Accounts of last three financial years or Start Up Certification.
- (xiii) Any other document as required by NHRDF.

5. Security Deposit:

Upon selection, the Selected Party will have to deposit an Interest Free Security Deposit of Rs 1,00,000/- (One Lac Only). The Security Deposit shall be in favour of National Horticultural Research and Development Foundation (NHRDF). Selected Party shall not receive any interest on the Security Deposit paid to NHRDF. Security will be refunded upon termination of association after agreed period. However, in case of breach of agreement security may be forfeited. Security Deposit shall be made in account of NHRDF as per details given below.

Name of The Beneficiary	: NHRDF
NHRDF Account Number	: _____
Name of Bank	: _____
IFSC Code	: _____
Address of The Bank	: _____

6. Submission of Expression of Interest:

- i. Intending Manufacturer/Authorized Supplier may download Application Form for EOI from www.nhrdf.org and shall submit Expression of Interest documents in original down loaded form, duly signed and stamped at each page. Expression of Interest received over Fax/Email or copy of the Expression of Interest shall be summarily rejected.
- ii. The Expression of Interest must contain the Name, Designation and place of Business of the person with Phone and Mobile Nos. of person making the Expression of Interest and must be signed and sealed by the Authorized Signatory with his usual signature.
- iii. The signatory of the EOI should be authorized to sign and submit the EOI to bind the Company/Firm in the matter must and sign Expression of Interests with the legal name of the Company/Firm.
- iv. Each page of EOI must be numbered consecutively and signed & stamped, as a token of acceptance of all terms and conditions.

7. Place for submission of Expression of Interest:

The Expression of Interest should be addressed to Additional Director, National Horticultural Research and Development Foundation (NHRDF) Bagwani Bhawan, Plot No. 47, Institutional Area, Pankha Road, Janakpuri, New Delhi - 110058 and the request for empanelment along with duly filled in Annexures and all the required documents should be sent by the Registered Post or put in the BOX placed at the reception of NHRDF, HO, New Delhi-110058.

8. General Terms & Conditions:

- i. NHRDF reserves the right to accept or reject any offer of Expression of Interest received from the Applicants without assigning any reasons whatsoever.
- ii. Final selection of Manufacturer/Suppliers from amongst the panel for participating in any tender will be done at the discretion of NHRDF and the decision of NHRDF shall be final and binding on all the empanelled parties.
- iii. Selection in the panel at no point of time guarantees any award of work by NHRDF through this empanelment and the Manufacturer/Suppliers who fails to get the opportunity shall not have any right to claim any damages whatsoever against NHRDF.
- iv. The Manufacturer/Suppliers may clearly note that terms and conditions enumerated in this EOI are only illustrative and not exhaustive. The chosen Manufacturer/Suppliers from the panel will have to enter into agreement as devised by NHRDF to fully protect NHRDF's overall interests and also the interests of the prospective customers.
- v. No press advertisement shall be issued for the updated Corrigendum/ Addendum. Prospective manufactures/suppliers are therefore advised to regularly visit the website of NHRDF to update themselves.

- vi. Whenever there is any inquiry from any Customer for supply of above-mentioned products/items, NHRDF will seek offer from one or more Manufacturers/Suppliers from amongst the panel at NHRDF's sole discretion.
- vii. The Manufacturer/Suppliers, whose quotation/offer is accepted by NHRDF for quoting further against tenders of its customers, shall not submit any other offer directly/ indirectly or through any other PSU/Company in the same tender.
- viii. NHRDF service charges may vary from product to product which shall be decided at the time of agreement
- ix. The prospective Manufacturer/Suppliers can also be asked to furnish additional documents / confirmation in connection with verification of the documents submitted by the supplier, if deemed necessary.
- x. The validity of this empanelment shall be initially for one year which may subsequently be extended further on year to year after review of previous performance and at the sole discretion of NHRDF. NHRDF also reserves the right to reduce the validity of the panel at their sole discretion.
- xi. The empaneled Manufacturer/Suppliers shall ensure compliance of all the Government Regulations/Conventions/Policies/Guidelines/Orders etc. in force related to any or all of the products activities/covered in the EOI.
- xii. The products should be covered under relevant Control Order or relevant Act or and latest Guidelines of GOI/State concerned.
- xiii. All details and terms and conditions of this document shall have to be considered by the prospective Manufacturer/Suppliers in totality and the Expression of Interest containing incomplete documents & not complying with the above conditions are liable to be rejected.
- xiv. Prospective Manufacturer/Suppliers who qualifies as empanelled manufacturers/suppliers would be individually notified after the evaluation process of empanelment is complete.
- xv. NHRDF reserves the right to remove any/all Manufacturers/Suppliers from empanelment list at their sole discretion without assigning any reason thereof.
- xvi. This EOI Invitation shall be valid upto 31st March, 2024.

9. Ownership of EOI Documents and Information therein:

All Expression of Interest documents will become the property of NHRDF upon submission. Where the prospective Supplier believes that information provided in response to this EOI is, or should be kept confidential; or disclosure of this information would unreasonably affect Producer/Supplier's business affairs, notice is to be given at the time of delivery of the information or documents by clearly marking such information 'confidential'. In so far as is practicable, NHRDF will give effect to the prospective producer /Supplier stated wishes, and requests for access to such information will be determined by NHRDF.

10. No Contractual Obligation:

NHRDF is not bound contractually or in any other way to any prospective Producer/Supplier of this Expression of Interest. NHRDF is not liable for any costs of compensation in relation to the consideration of this Expression of Interest or any cost incurred by the prospective Producer/Supplier for this Expression of Interest whether or not NHRDF terminates, varies, or suspends the Expression of Interest process or takes any other action permitted under this Expression of Interest, including consideration of concepts proposed in future developments.

11. Indemnity:

The applicant shall keep NHRDF indemnified at all times against any claims/ liabilities /proceedings, etc. from any third party or otherwise arising out/ or in connection with this EOI.

12. Execution of Agreement:

Separate specific agreements post award of work shall be executed between NHRDF and the Applicant on Non-Judicial Stamp Paper of Rs. 100/-. The terms and conditions enumerated in the EOI shall form the part of the agreement. NHRDF reserves the right to change or alter the terms and conditions of the Service Level Agreement post award of the work and terms and conditions of the Service Level Agreement shall prevail over the EOI.

13. Force Majeure:

- i. Should any extra-ordinary and unforeseen circumstances arise, like fire, flood or any other natural calamities, strike, riot, civil commotion, pandemic, epidemic, plague, accident and/or war preventing either contracting party from fully or partially carrying out the obligations under the contract, party so prevented shall inform in writing the other party of the causes of such failure within 3(three) days from the beginning thereof and shall not be liable for performance of the contract wholly or to the extent of non-performance, as the case may be. The authorities concerned of the respective countries shall authenticate prevalence of such circumstances.
- ii. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Successful bidder and not involving the Successful bidder’s fault or negligence and not foreseeable. If a Force Majeure situation arises, the successful bidder shall promptly notify in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Successful bidder 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.

- iii. The decision of NHRDF on determination of Force Majeure shall be final and binding upon supplier.

14. Notices:

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties. However, where such communication is by way of e-mail, the same shall be only from the official e-Mail ID(s) followed by written confirmation duly signed by authorized signatory.

15. Applicable Law Jurisdiction and Dispute Resolution:

- i. The EOI document shall be constituted and the legal relation between the parties hereto shall be determined and governed according to the laws of Republic of India and only courts at Delhi and the High Court at Delhi shall have the jurisdiction in all matters arising out of/ touching and/or concerning this agreement and parties to this agreement agree to irrevocably submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. The aforementioned exclusive and irrevocable jurisdictions of aforesaid courts are irrespective of place of occurrence of any cause of action pertaining to any dispute between the parties.
- ii. All or any disputes arising out or touching upon or in relation to the terms of this tender document and process thereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act of 1996 (as amended up to date) or any statutory amendments/ modifications thereof for the time being in force. The venue of the arbitration shall be at New Delhi, India and language of arbitration shall be English.
- iii. Nothing contained in this clause shall prevent the NHRDF from seeking interim injunctive relief against the intending Applicant in the courts having jurisdiction over the parties.

16. Disclaimer:

The issue of this document does not in any way commit or otherwise obliges NHRDF to proceed with all or any part of an EOI process. The EOI Request is not the subject of any process contract or any contractual obligations between NHRDF and prospective Manufacturer/Supplier. NHRDF may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective applicants.

17. Interpretation of the clauses In this EOI:

In case of any ambiguity/ dispute in the interpretation of any of the clauses of this EOI, NHRDF's interpretation of the clauses shall be final and binding on successful applicants.

18. Integrity Pact:

The Successful bidder will be required to sign Integrity Pact. It will be assumed that successful bidder have gone through the Integrity Pact and have no objections whatsoever in signing the contract.

19. Holiday Listing:

NHRDF's policy for Holiday-Listing, which is available on the website of NHRDF must be acceptable to the bidders. Notwithstanding anything contained in this EOI documents is mutatis mutandis applies to this and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, NHRDF at its sole discretion reserves the right to suspend/discontinue dealings or take any curative measures with agency (s) in accordance with the policy in force.

ANNEXURE-I

(TO BE SUBMITTED ON LETTER HEAD)

To,

Additional Director,
National Horticultural Research and Development Foundation
Bagwani Bhawan, Plot No. 47, Institutional Area,
Pankha Road, Janakpuri, New Delhi - 110058

Subject: - Empanelment of Seed Producers/ Authorized Suppliers for supply of Vegetable Seeds (Hybrids & OPV)/other Hybrid Seeds and Horticultural Planting Material to Central/State Government Departments/Organizations/Agencies and other buyers through NHRDF.

Dear Sir,

Please refer to your advertisement published in dated /on NHRDF website inviting application for Empanelment of Seed Producers/ Authorized Suppliers for supply of Vegetable Seeds (Hybrids & OPV)/other Hybrid Seeds and Horticultural Planting Material to Central/State Government Departments/Organizations/Agencies and other buyers through NHRDF. We are pleased to quote as under: -

PART -A

Name of Products / Items

- (i) Vegetable Seeds (Hybrids & OPV)
- (ii) Other Hybrids Seeds
- (iii) Horticultural Planting Material

PART -B

S. No.	Particulars	Information
1.	Name of Company/Legal Entity	
2.	Registered and Correspondence address.	
3.	Type of Company (Pvt. Ltd/ Public Ltd/ Partnership Firm). Attach documentary evidence	
4.	Documentary evidence of Certificate of Incorporation/Registration.	
5.	Self-attested copy of Partnership Deed of the firm issued by the concerned statutory authority, if applicable.	

6.	Documentary evidence showing the products manufactured and installed capacity.	
7.	Self-attested copy of Memorandum and Articles of Association of Company, if applicable.	
8.	Name of Chief Executive/Directors.	
9.	PAN No. (Attach copy)	
10.	Copy of GST No. Certificate (Attached copy)	
11.	Seed License (Attach copy)	
12.	Seed Certification Documents	
13.	ISO Certificate, if any (attached copy)	
14.	Organic Certificate, if any.	
15.	Board Resolution/Authorization letter in favour of Authorized Signatory duly signed by Competent Authority.	
16.	Name & Designation with attested specimen signature of the Authorized Signatory.	
17.	Contact Person with Designation, mobile and landline number, e-mail ID, and Website.	
18.	Whether blacklisted by any Central/State Government Departments/Public Sector/Quasi Government Undertakings	
19.	Financial Status of the Company (Attach Banker's Certificate)	
20.	Name & Address of Banker	
21.	Details of payment of Application Fee	
22.	Last 3 years' Audited Balance Sheet (attach copies)	
23.	Last 3 years' Tax Assessment Certificate (attach copies)	
24.	Last 3 year Turn over Year wise	
25.	Product wise detail of Quantity supplied (Minimum 3 years). Attach Documentary Proof.	

We hereby accept all the Terms and Conditions specified in EOI as a token of unconditional acceptance of all clauses.

We certify that all the information furnished by us herewith is correct and true. In the event that the information given is found to be incorrect / untrue, NHRDF reserves the right to disqualify us or terminate our contract and forfeit security deposit amount without giving any notice or reason thereof.

Thanking you,

Yours faithfully,

(Authorized Signatory)
(Name & complete address of the
applicant along with seal)

(ON COMPANY'S LETTER HEAD)

ANNEXURE- II

DATE_____

The Additional Director,
National Horticultural Research and Development Foundation
Bagwani Bhawan, Plot No. 47,
Institutional Area, Pankha Road,
Janakpuri, New Delhi - 110058

SUB.: UNDERTAKING TOWARDS NOT BEING BLACKLISTED.

Dear Sir,

We, _____(Name of the Organization), hereby confirm and acknowledge that we have neither been blacklisted nor banned for participation in Tender process by any Central/State Government Departments/PSUs/Autonomous Bodies for supply of Vegetable Seeds (Hybrids & OPV) other Hybrid Seeds and Horticulture Planting Material to Central/State Government Departments/Agencies/Organizations or otherwise.

Thanking You,

Yours faithfully

Authorized Signatory)
(Name and Signature of the
authorized Person Along with seal)