

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertakings)
REGIONAL OFFICE- Kolkata
CIN: U74899DL1963GOI003913

Notice Inviting e-Tender for Supply of Horticulture/Forestry Saplings:

File No.: Prodn. -03/NSC:KOL/2023-24

Dated: 25.07.2023

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SECTION - 1

NOTICE INVITING E-TENDER

E-Tenders are hereby invited by the NATIONAL SEEDS CORPORATION LIMITED, Regional Office, Kolkata in a TWO BID SYSTEM from reputed, experienced and bonafide nurseries, having sufficient credential and financial capability, for supplying the saplings of different plants in different Districts in the State of Assam, West Bengal and Odisha.

ITEM TO BE SUPPLIED:	Sapling of different plants
CHARACTERISTICS & SPECIFICATIONS:	As given in Annexure (I)
QUANTITY:	10,00,000 Nos
PLACE OF DELIVERY:	Different Districts in the State of Assam
TENDER FEE :	₹ - 1180/-
EARNEST MONEY:	₹ - 1,00,000/-
PERIOD OF WORK COMPLETION:	As per dates mentioned in work order

SECTION - 2

INSTRUCTIONS TO THE BIDDER'S

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ / SoQ / Price Bid / Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ / SoQ/ Price Bid / Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the Bid-Sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc.,) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least ONE Week before the tender submission date and get trained on the online tender submission process. For

tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...

15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Technical Support	
Phone	8448288980,8448288989,8448288987,8448288986,8448288994
Email ID	EPROCHELPDESK.03@GMAIL.COM, EPROCHELPDESK.01@GMAIL.COM, EPROCHELPDESK.06@GMAIL.COM , EPROCHELPDESK.44@GMAIL.COM

SECTION - 3

SCOPE OF WORK

The National Seeds Corporation Limited Regional Office Kolkata, herein after referred to as the NSC, seeks bids for supply of the Horticultural /Forestry Saplings, as specified in Financial Bid, from reputed, experienced and bonafide nurseries having NHB accreditation certificate or Licence / Certificate issued by State or central Government for production of grafts, layers, etc of horticultural /forestry plants.

The successful Bidder shall supply the Horticultural/Forestry Saplings of specified quality and in specified quantities at different Districts in the State of Assam, West Bengal & Odisha.

Bidder should supply the requisitioned variety of the Horticultural/Forestry Saplings strictly as per the specifications given in Annexure - I within stipulated time without fail.

SECTION - 4

DATE AND TIME SCHEDULE FOR e-TENDERING

S.No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. and other Documents (Online)	25.07.2023 at 15:00 PM
2.	Documents download start date (Online)	25.07.2023 at 15:30 PM
3.	Bid proposal submission start date (Online)	25.07.2023 at 15:30 PM
4.	Documents download end date(Online)	08.08.2023 at 14:30 PM
5.	Bid proposal Submission end date(Online)	08.08.2023 at 14:30 PM
6.	Last date of Earnest Money Deposit (Online)	08.08.2023 at 14:30 PM
7.	Date & Time of opening of Technical bids (Online)	08.08.2023 at 15:00 PM (In the event of this date being declared as Govt. holiday for NSC Regional Office Kolkata, the technical bid shall be opened on the next working date at the schedule time)
10.	Date & Time of opening of Financial bids	After evaluations of Technical bids.

SECTION - 5

ELIGIBILITY CRITERIA

TECHNICAL CRITERIA

- i. Bidders should be a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law.
- ii. Bidders should have Valid NHB Accreditation Certificate or should have a certificate/ Licence issued by any state or central government for running a nursery (in the name of the Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company/ Limited Liability Partnership / Cooperative Society/ Society) of one or more variety of plants including the requisitioned variety.
- iii. The prospective Bidder should have satisfactorily completed the supply of at least 20,000 (twenty thousand) numbers of Horticultural plants of any variety, cumulatively, to State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or local bodies or Parastatals of any State or Central Government within the last two completed financial years from the date of issue of the NIT.

FINANCIAL CRITERIA

- i. Annual Turnover: The bidder must have a minimum annual turnover of ₹ 10,00,000/- (Rupees TEN Lakh only) in the last two completed financial years.
- ii. Financial Credential: The Bidder must have supplied Horticultural/Forestry Saplings, of any variety, of an amount not less than ₹ 10,000,00/- (Rupees TEN Lakh only) to any State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or local bodies or Parastatals within the last two completed financial years.

MANDATORY DOCUMENTS REQUIREMENT

Submission of the signed and scanned copies of following documents in the prescribed format / manner is mandatory:

- i. Document (Certificate of Registration or Agreement) in support of the nature of firm like Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law.
 - ii. NHB Accreditation Certificate or certificate/ License issued by any state or central government for running a nursery should be valid as on the last date of submission of bids.
 - iii. The Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority as mentioned in Eligibility criteria. The said Certificate should contain particulars of the items supplied, period of supply, quantity and the total value of supply.
 - iv. Detailed communication address along with the contact number of the Officer/Office who/which had issued the above certificate should be clearly typed and submitted by the Bidder. Mere supply order will NOT be considered as credential.
 - v. PAN Card.
 - vi. Income Tax Returns for the last two Assessment Years.
 - vii. Audited Profit & Loss Statements and Balance Sheets for the last two preceding financial years.
 - viii. Earnest Money Deposit.
 - ix. Positive Net worth Statement as on 31.03.2022, certified by a licensed Chartered Accountant.
- Non-submission and / or submission not in proper format / manner of the above documents shall lead to disqualification.

SECTION - 6

DISQUALIFICATIONS

GROUNDS FOR DISQUALIFICATION:

- i. If it comes to the light, at any stage during the bidding process, or even after the issuance of supply order, that the Bidder has willfully made any misleading or false representation in the forms, statements and attachments submitted as the proof of the qualification requirements.
- ii. The Bidder has been debarred / delisted/ blacklisted by any State / Central Government Organization or State / Central Government Undertaking or Statutory Body or Local Body or Parastatal at any time during the last three (3) consecutive years up to the last date of submission of Tender, or, the Bidder has either abandoned / not-fulfilled a supply order or any supply order issued has been rescinded during the last 3 financial years.
- iii. A combination / cartel of Bidders, in the form of any consortium or syndicate, is hereby expressly prohibited from submitting any bids. Formation of cartel or indulging into monopolistic practices shall be sufficient ground for disqualification and for blacklisting for future.
- iv. Incomplete or conditional bids, in either or both Technical and Financial proposals, in the e-tender portal.
- v. Failure to pay either or both the Tender Fees and Earnest Money Deposit (EMD).
- vi. Submission of bid beyond the last date of submission.

An undertaking has to be submitted by the Bidder to this effect in the prescribed format (Annexure-II).

SECTION - 7

EVALUATION OF BIDS AND ACCEPTANCE

PROCEDURE

- i. Technical proposals will be opened first by the Committee of officers of NSC Kolkata electronically using Digital Signature Certificate.
- ii. The Bidders may remain present at the office of NSC Regional Office, Kolkata during opening of Technical proposals, if they so desire.
- iii. Proposals corresponding to which the Tender Fees & EMD have not been received will be summarily rejected.
- iv. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.
- v. Financial proposals of only those Bidders declared technically eligible by the Tender Committee will be opened electronically on the NSC e-procurement portal on the prescribed date.
- vi. The encrypted copies will be decrypted and the rates will be downloaded and read out to the bidders remaining present at that time and to be handed over to the Tender Committee.
- vii. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.
- viii. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1) offered by the Bidder.
- ix. The bids shall be evaluated per unit rate of the Horticulture/Forestry Saplings offered by the responsive bidders.
- x. The security deposit amount will be 2% of ordered value and should be deposit at the time of execution of the Agreement.

- xi. Lowest quoted rate shall normally be accepted. However, the Tender Accepting Authority reserves the right to accepting a bid other than the lowest on a specific ground to be recorded in writing.
- xii. The Tender Accepting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all the bids, without assigning any reason whatsoever.
- xiii. The Bid will be valid for 6 months from the last date of submission of bid and the validity may be extended beyond the stipulated period on mutual agreement between both the parties.

SPLITTING OF OFFER.

- i. Tender Accepting Authority also reserves the right to split the work of supply of Horticultural/forestry Saplings amongst more than one bidder, if situation so demands.
- ii. The total requirement of Horticultural/forestry Saplings may increase or decrease by 25% as per changing scenario.
- iii. In case of any increase in requirement, the same shall be supplied by the L1 bidder.
- iv. In case the additional requirement is not in a position to supply by L1 bidder, the same shall be offered to L2 bidder at L1 rate. The L2 bidder shall supply the required quantity. This provision will be followed till the requirement of Horticulture/Forestry Saplings is met, with L3, L4 and so on.
- v. In case of exigency, where even the originally required amount of supply cannot be met by L1, the same procedure as (IV) above shall be followed.

MISCELLANEOUS

- i. It is clarified that, normally no rate negotiation will be done and therefore the Bidder should quote their lowest prices only. However, the NSC may negotiate the rates in exigencies, if required to do so.
- ii. Decision of the Tender Accepting Authority will be final and binding upon every Bidder.
- iii. The Tender Accepting Authority unequivocally reserves the right to reject any or all bids, and to cancel the tender at any point of time, before the issuance of the supply order, without assigning any reason, and without incurring any implicit or explicit liability.

SECTION –8

COMMENCEMENT OF WORK

AGREEMENT

- i. The selected Bidder for a package will be issued a “Letter of Intent” and shall have to submit a “Letter of Acceptance” within 5 calendar days.
- ii. Signature by the same authorized representative who submitted the bid documents with the stamp and seal of the firm on the copy of the “Letter of Intent” shall be sufficient as “Letter of Acceptance”.
- iii. Within 5 calendar days of receipt of the Letter of Acceptance, the successful Bidder shall execute an Agreement in the prescribed format (Annexure-VI) with the NSC Regional Office, Kolkata within next 5 days along with deposition of Security Deposit.

SUPPLY

- iv. The supply order shall be issued by NSC after signing of the Agreement & Deposition of security deposit.
- v. The selected bidder shall supply the indented quantity of materials to the party as indicated by NSC in the supply order.
- vi. Supply of the indented quantity of material to the designated places shall be completed as per time schedule mentioned in the supply order.

SECTION - 9

DELIVERABLES AND RESPONSIBILITIES

DELIVERY AND QUALITY OBLIGATIONS

- i. The responsibility of the successful Bidder includes transportation, loading, sorting, unloading and delivery to the party at delivery points as mentioned in the supply order with the help of the required number of skilled persons without damaging the plants.
- ii. Transit losses will have to be borne by the Bidder.
- iii. The Horticulture/Forestry Saplings to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage, without any damage.
- iv. The poly packet (should be above 50 microns) containers should have proper pot mixture of the red earth/black earth, sand and farm yard manure and comply with the specifications in Annexure-I.
- v. The soil of the poly bags to be supplied shall be intact.
- vi. The supplied Horticulture/Forestry Saplings which do not conform to the specifications shall be rejected outright and the Bidder shall have to take back such consignment at his own cost. Further in such cases Bidder will have no right to claim payment.
- vii. The specification of Horticultural/forestry Saplings will be as per standard of each crop variety.
- viii. The roots of the plant materials to be supplied shall not be exposed.
- ix. The said plants to be supplied shall not show any withering / wilting symptoms at any time of delivery.
- x. The quality and quantity of the Horticulture/Forestry Saplings will be checked by the recipient at the time of delivery and the Bidder shall allow sufficient time to the recipient authority for checking and examination of the same.
- xi. The substandard materials (if any), lacking the above qualities, will be rejected outright and the supplier will be liable to replace the said quantity within 7 calendar days from the date of intimation of such rejection.
- xii. The recipient authority will send the plants verification report at the time of delivery at destination. In case of any mortality of the saplings during transit, the proportionate cost of the said quantity will be deducted from the supplier's bill.

- xiii. Any deviation from the prescribed specifications of crop variety will not be accepted by the authority under any circumstances.

DELAY IN SUPPLY

It is emphasized by the NSC and understood by the bidder that the period of delivery, stipulated in the supply order is the essence of the work.

PENALTY

- i. If the Bidder fails to deliver any or all of the Horticulture/Forestry Saplings within the time specified in the supply order due to his fault or inefficiency, a sum equivalent to 2.5% of the price of the delayed materials will be deducted for each day of delay or fraction thereof until actual delivery.
- ii. In case, the delay is beyond two weeks, the NSC will issue a written notice terminate the Bidder to proceed with any or all of the necessary part of supply.
- iii. Such failure on the part of the Bidder leading to delay beyond two weeks will result in forfeiture of Earnest Money and Security Deposit and also debar him to take part in the tender process of the Corporation for the next three consecutive years.

DISPUTES & ARBITRATION

In case any dispute arises between the NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon the parties to resolve issue under the provision of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-Cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint sole arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve the dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

The Arbitrator shall have powers to enlarge time for making & publishing the Award with the consent of the parties. If the claims involved in a dispute are of more than Rs. one lakh, the Arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act 1996.

In case the contractor/supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

FORCE MAJEURE

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

- i. War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- ii. Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- iii. Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- iv. Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- v. Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

- vi. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- vii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to full fill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.
- viii. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- Constitute a default or breach of the contract.
 - Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

SECTION - 10

PAYMENT SCHEDULE

1. Invoice / Bills, along with original receipted copy of Challan and sapling verification report, have to be presented to the NSC, Regional Office Kolkata within 10 (ten) working days by the supplier. The 90% (ninety percent) of the payment shall be released to the supplier's acknowledged Bank Account within 7 working days after NSC receives its payment from the government agency/dealer to which the material was supplied (payment after payment basis) after deducting penalties, if any, arising due to the mortality of the saplings during transit.
2. The details of the Bank Account (Account No. and IFSC Code, Bank Name and Branch) and name of the Account Holder shall be submitted along with the Bill. If these details are given on a separate page, then that page must also be signed by the same person who is signing the Invoice/ Bills along with stamp / seal.
3. The remaining 10% of the payment along with EMD and Security deposit shall be released 30 days after NSC receives its payment from the government agency/dealer to which the material was supplied.

SECTION - 11

DOCUMENTS

TECHNICAL BID:

Signed and scanned copies of the following documents to be uploaded with bid:

- a) Notice inviting e – tender (NIT)
- b) Technical Specifications in Annexure- 1
- c) Corrigendum, if published
- d) Undertaking of the Bidder as per **Annexure - II**
- e) Document (Certificate of Registration or Agreement) in support of the nature of firm
- f) NHB Accreditation Certificate or certificate/ Licence issued by any state or central government for running a nursery, valid as on the last date of submission of bids
- g) The Payment Certificate or Work Completion Certificate (Section-V).
- h) Detailed communication addresses of the Officer / Office who / which had issued the Payment Certificate or Work Completion Certificate (Section V).
- i) Income Tax Returns for the last two Assessment Years.
- j) Trade License/ Certificate of Enlistment, valid as on the last date of submission of bids.
- k) Audited Profit & Loss Statements and Balance Sheets for the last two preceding financial years.
- l) Positive Net worth Statement as on 31.03.2022, certified by a licensed Chartered Accountant.
- m) Copy of Pan Card and GST Registration Certificate.

SECTION - 12

FINANCIAL BID:

Bill of Quantities (BOQ): Quoting rates for each unit of supply for Packages (Annexure-I)
for which the Bidder is bidding.

S.No	Planting Material Type	Variety offered	Quantity offered in numbers	Rate per sapling on FOR different district of below given States (Inclusive of transportation, loading, sorting, unloading and delivery to NSC /NSC Consignee etc.)		
				For ASSAM	For West Bengal	For Odisha
1	Custard Apple					
2	Kathal					
3	Jamun					
4	Nashpati					
5	Guava					
6	Mango					
7	Ashok					
8	Nahar					
9	Jalpai					
10	Keshav Oak					
11	Neem					
12	Peepal					
13	Tamrind					
14	Bargad					
15	Babool					
16	Saiprash					
17	Gulmohar					
18	Pine					
19	Bermesse Teak					
20	Silver Oak					
21	Yongchak					
22	Hicha					
23	Grand Flora					
24	Gamar					
25	Raintree					
26	Bolltlebrush					
27	Peepli					
28	Kaphal					

29	Bojhpatra					
30	Karang					
31	Mahua					
32	Kachnar					
33	Haritaki					
34	Bakul					
35	Kadamb					
36	Kanchan					
37	Oak					
38	Litchi					
39	Aonla					
40	Lemon					

SECTION - 13

ANNEXURES

a) Annexure I

Technical Specifications

S.No.	Characters	Specifications
A	For Grafted saplings	
1	Type of root stock	As per crop specific standard
2	Age of root stock	10 – 12 months
3	Diameter of rootstock	10 to 12 mm
4	Age of scion	6 – 7 months (Matured past season's growth)
5	Diameter of scion	7 to 12 mm
6	Type of scion	Non-flowering terminal shoots (30 to 40 cm)
7	Graft union	Matured, Smooth, Union of graft 15–20 cm from collar region of root stock
B	Height of saplings	Crop wise specific standard size
C	Foliage	Healthy, green and actively growing
D	Disease / pest (Health standard)	Healthy and free from pest and diseases
E	Packaging	Well settled material in Poly-pack (above 50 micron)

b) Annexure-II

Undertaking of the Bidder in his company/ Nursery Letter Head

I do hereby undertake:

1. That all the information and documents submitted against the E-NIT no..... dated..... are true to the best of my knowledge and belief.
2. That I have also gone through all the terms & conditions and I undertake to comply with the same meticulously.
3. That the Earnest Money, Tender Fee and all other documents required for qualifying the technical bid have been submitted online.
4. That the rate quoted by me will be valid and binding upon me for the entire period as stipulated in the above E-NIT.
5. That I shall supply the Horticulture/Forestry Saplings maintaining the characteristics and specifications given in Annexure-I and shall replace the sub- standard materials at my own cost within 7 calendar days from the date of rejection.
6. That if I fail to complete the supply within the stipulated period due to my own fault/ inefficiency, the Corporation shall reserve the right to impose penalty and forfeit the Earnest Money and Performance Guarantee deposited by me and also debar me from participation in the Tender process of the Corporation for the next 3(three) consecutive years.
7. That I have not been debarred/ delisted by any State/Central Government Organization or State/Central Govt. Undertaking or Statutory Body or Local Body or Parastatal during the last three consecutive years up to the last date of submission of Tender.
8. That I have neither abandoned a supply nor any supply order issued has been rescinded during the last three financial years.

Place :

Date:

Signature of the Bidder

SECTION - 14

AGREEMENT

(To be executed on a Non Judicial Stamp Paper worth Rs. 100/-)

Agreement is entered into this day of between National Seeds Corporation limited, Regional office, Kolkata, representing its Corporate office at Pusa Complex, New Delhi is functioning under the administrative control of the Ministry Agriculture and Farmers Welfare, Government of India herein after referred as NSC as the party of the FIRST PART

AND

M/s, a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law, with its office at, referred to as the PARTY OF THE SECOND PART.

WHEREAS the Party of the FIRST PART herein invited E-tenders vide no dated..... from reputed, experienced and bonafide nurseries for supply of Horticultural/forestry Saplings, as per Specifications given in Annexure – I of the NIT, to the parties at Assam.

AND WHEREAS in pursuance of such E-Tender, the party of the SECOND PART submitted Tender/s, the Technical Bids as well as the Financial Bids of which were opened on the stipulated dates in presence of the intending Tenderers

AND WHEREAS after consideration of the Tenders submitted by the Bidders, the NSC, Regional Office, Kolkata accepted the Tender submitted by the Party of the SECOND PART, and issued the Supply order vide no..... dated, which was duly accepted by the party of the SECOND PART and resubmitted the same with the signature of the authorized representative under the stamp and seal of the firm.

THEREFORE IN VIEW OF THE CONSIDERATIONS OF THE MUTUAL COVENANT AND AGREEMENT HEREINAFTER AGREED BETWEEN THE PARTIES HEREBY AS FOLLOWS:

- i. The PARTY OF THE SECOND PART undertakes to supply the indented quantity of the Horticulture/Forestry Saplings, as per Specifications given in Annexure – I, to the designated places as

- per the supply order within 60 calendar days from the date of issue of the supply order.
- ii. The responsibility of the PARTY OF THE SECOND PART includes transportation, loading, sorting, unloading and delivery to the designated places as per the supply order with the help of the required number of skilled persons without damaging the plants. Transit losses, if any, will have to be borne by the supplier.
 - iii. BOTH THE PARTIES do hereby agree that the supplied Horticulture/Forestry Saplings which do not conform to the specifications shall be rejected outright, the PARTY OF THE SECOND PART will be liable to replace the said quantity within 7 calendar days from the date of such rejection and he shall have no right to claim payment for the same.
 - iv. The quality and quantity of the Horticulture/Forestry Saplings will be checked by the recipient at the time of delivery and the PARTY OF THE SECOND PART shall allow sufficient time to the recipient authority for checking and examination of the same.
 - v. BOTH THE PARTIES also accept that the recipient authority will give the verification report of saplings at the time of delivery at designated places as per the supply order. In case of any mortality of the saplings, the actual cause of mortality will be ascertained through verification and the proportionate cost of the said quantity will be deducted from the Bill.
 - vi. It is emphasized by the PARTY OF THE FIRST PART and understood by the PARTY OF THE SECOND PART that the period of delivery, stipulated in the supply order is the essence of work.
 - vii. a. If the PARTY OF THE SECOND PART fails to deliver any or all of the Horticulture/Forestry Saplings within the time specified in the supply order due to his fault or inefficiency, a sum equivalent to 2.5% of the price of the delayed materials will be deducted for each week of delay or fraction thereof until actual delivery.
 - b. In case, the delay is beyond two weeks, The NSC may by written notice terminate the PARTY OF THE SECOND PART to proceed with any or all of the necessary part of supply.
 - c. Such failure on the part of the PARTY OF THE SECOND PART leading to delay beyond two weeks will result in forfeiture of Earnest Money and Performance Guarantee and also debar him to take part in the tender process of the Corporation for the next three consecutive years.

viii. In case any dispute arises between the NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon the parties to resolve issue under the provision of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-Cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint sole arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve the dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

The Arbitrator shall have powers to enlarge time for making & publishing the Award with the consent of the parties. If the claims involved in a dispute are of more than Rs. one lakh, the Arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act 1996.

In case the contractor/supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

ix. Payment will be claimed by the SECOND PARTY on submission of the Bill in duplicate with receipted Challans and sapling verification report duly certified by the recipient authority and have to be submitted to the PARTY OF THE FIRST PART within TEN working days of completion of supply. The 90% (ninety percent) of the payment shall be released to the supplier's acknowledged Bank Account within 7 working days after NSC receives its payment from the government agency/dealer to which the material was supplied (payment after payment basis), after deducting penalties, if any, arising due to the mortality of the saplings during transit.

- The remaining 10% of the payment along with EMD and Security deposit shall be released 30 days after NSC receives its payment from the government agency/dealer to which the material was supplied.
- All Statutory deductions will be deducted from the SECOND PARTY's Bill.
- No mobilization advance will be allowed.

Any change, amendment or modification to this Agreement must be in writing and signed by the Authorized representatives of BOTH THE PARTIES.

This Agreement and all issues arising out of the same shall be construed in accordance with the Laws of Government of India.

IN WITNESS WHERE OF THE PARTIES PRESENT HAVE HERE INTO SET THEIR RESPECTIVE HANDS AND SEALS THE DAY _____ YEAR IN _____

1. _____

For & on behalf of National Seeds Corporation Limited, Regional Office Kolkata(Party of the FIRST PART)

2. _____

For & on behalf of.....
(Party of the SECOND PART)

AGREEMENT SIGNED IN THE PRESENCE OF:

WITNESS:-

1. _____