

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
SALT LAKE CITY, KOLKATA-700091 (West Bengal)
(CIN NO: U 74899 DL 1963 GOI 003913)



TENDER DOCUMENT

FOR

EXPRESSION OF INTEREST FOR PRODUCTION AND SALE OF TISSUE CULTURE
PLANTS

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

**TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: From 24.04.2024 to 15.05.2024
upto 03.00 p.m. ON NSC e-Portal: <https://indiaseeds.enivida.com>**

OPENING OF TENDER (TECHNICAL BID) : Dated on 15.05.2024 at 15.30 Hours

**COST OF TENDER FORM : Rs. 1180/- inclusive of GST (Rs. One Thousands One Hundred Eighty only) to
be paid online only.**

Contact details:

Particulars	Telephone	E-mail
H.O. New Delhi	011-25840056	adgm.mktg@indiaseeds.com
Regional Office – Kolkata	033-23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com
Web Site	www.indiaseeds.com	
NSC E-Portal	https://indiaseeds.enivida.com/	

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
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NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING - MINIRATNA COMPANY)
REGIONAL OFFICE: KOLKATA - 700091 (WB)
(CIN NO: U74899DL1963GOI003913)

No: Mktg-38/NSC-KOL/2024-25/

Date: 24.04.2024

" E- TENDER NOTICE "

National Seeds Corporation Ltd. (NSC) , REGIONAL OFFICE , KOLKATA-700091 (West Bengal) invites online EOI (Expression of Interest) for production and marketing of Tissue Culture plantlets, utilizing resources available with NSC **"on as is where is basis"** as detailed below:

- | | |
|---|--|
| 1) Name of Work | Production and Marketing of Tissue Culture plantlets |
| 2) Location | National Seeds Corporation Limited, 150, Industrial Estate , Mancheswar Bhubaneswar-751010, Odisha |
| 3) Earnest Money | Rs. 100,000/- (Rupees One Lakh only) to be paid online |
| 4) Tender cost | Rs 1180/- incl. GST (Rupees One thousand One Hundred Eighty only) to be paid online |
| 5) Last Date & Time for submission of tender | 15.05.2024 up to 15.00 hours. |
| 6) Date & Time for opening of Technical Bids | 15.05.2024 at 15.30 hours. |
-
1. Tender document will be available on NSC e-Portal: <https://indiaseeds.enivida.com> up to 15.05.2024 till 15.00 hours for uploading.
 2. The eligibility criteria for participation are given in the tender document.
 3. Parties participating for Tender, EMD amount should be submitted online along with cost of tender document.
 4. **(Technical bid)** may be opened on 15.05.2024 at 15.30 hours.
(Price bid) will be opened on suitable date & time.
 5. Tenderers should submit both Technical bid and Price bid strictly as per instructions to tenderers given in the tender documents.
 6. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
 7. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

Regional Manager
NSC, Kolkata

*NSC stands for National Seeds Corporation Ltd.

SECTION – I

INSTRUCTIONS TO BIDDER – ONLINE MODE

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 unmapping 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, tender 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 pre-defined 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 1 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/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Thank You

Technical Support - Phone: 9355030620, 8927976198,9355030608
Tel: 011-49606060
Email ID - enividahelpdesk@gmail.com

SECTION – II
TENDER FOR EXPRESSION OF INTEREST FOR UTILISATION OF RESOURCE
FOR PRODUCTION OF TISSUE CULTURE PLANTLETS

No. MKTG-38/NSC:KOL/2024-25

Dt: 24.04.2024

National Seeds Corporation Limited (NSC) has established a Tissue Culture Laboratory (TCL) at Plot No.150, Industrial Estate, Mancheswar, Bhubaneswar - 751010, Odisha with a plinth area of 350 sq.mtr. approximately. The laboratory at Ground Floor has a media preparation room (11' x 21.8"), production room (23.5' x 26') a checking room and two growth rooms of 23.5' x 32' and 19' x 25' size with a production capacity of about 10 lakh tissue culture plants annually. The said TCL has been extended at First floor with additional production capacity of 10 lakhs tissue culture plants annually, with similar structure, thus **the total production capacity of said TCL is 20 lakhs plants annually.** Necessary equipments and other provisions required like racks etc., have also been provided. Besides this a Green house of 700 sq. mtr approx. and 200 sq. mtr. is also available for hardening. NSC is desirous to hand over the fully equipped facility "**on as is where is**" basis for production and marketing of tissue cultured plantlets to the successful tenderers. Interested parties may visit the site at the above mentioned address.

Party will be allowed to produce tissue culture plantlets of banana/ potato tuber/ pineapple / bamboo etc., which they may sell on their own by paying a **royalty against production capacity of 20,00,000 plantlets per annum.** In case of purchase by NSC, the purchase rate will be decided by mutual consent.

NSC hereby invites EOI from reputed agencies **and startups** who would be interested to utilize this facility for production and sale of tissue culture plants. The contract will be valid for a period of **Three years initially** which can be extended further on mutually agreed terms.

Interested parties may submit their bid by the due date fixed for submission of tender.
The tenderer should have following competence;

1. The procedures/ protocol should be owned by the tenderer.
2. Tenderer should have prior experience in the production and sale of the tissue culture plantlets which should be proved by documents. **Startups are exempted from prior experience. Supporting documents of being a Startup Company to be attached as proof.**
3. Tenderer should use their own technical staff, protocol, and mother plants to undertake the production. They should also furnish the details of tissue culture work done by them.
4. Tenderer having previous experience in working with any Government tissue culture laboratory with similar terms and conditions of the tender will be preferred.
5. Tenderer having experience in regularly exporting tissue culture exagar plants will be preferred.
6. Tenders of those parties, who had defaulted earlier in carrying out operation in the said establishment, will not be entertained.

-sd-
Regional Manager

TERMS & CONDITIONS

1. The tenderer shall present the offer through online form as given in e-tender.
2. The tender shall be accompanied with tender fee (non-refundable) of Rs. 1180/- (including GST) & interest free EMD of Rs.100,000/- (Rupees One Lakh Only) to be deposited online. Tender without tender fee and EMD will be rejected.
3. Micro Small Enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.
4. Conditional offers shall not be accepted and the tenderer shall not impose any additional conditions whatsoever.
5. The tenderer shall be responsible for observance of GST, if any.
6. **Royalty to be paid to NSC shall be quoted in Rs. Per annum against the capacity of 20,00,000 plantlets which is the Tissue Culture lab capacity per annum.**
7. In case NSC wants to sell the product of the party (Tissue Culture Plants); the party will supply the same at mutually agreed rate on priority.
8. The successful tenderer shall remit interest free Security Deposit of Rs. 5,00,000/- **(Five Lakhs only)** with NSC. This deposit shall be remitted within 15 days from the date of receiving the NSC's work order/intimation. EMD of the successful tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD.
9. The successful party shall at his cost execute an Agreement with NSC on non-judicial stamp paper of Rs.500/- as per the Terms & Conditions, sign each page of the Terms & Conditions and submit the same to NSC along with the Security Deposit. The crops to be procured will be decided with mutual consent.
10. The party should utilize the tissue culture laboratory facilities for production of tissue culture plants and pay royalty to NSC on quarterly basis based on the annual capacity of the TCL.
11. All Inputs required for production including the protocol for production will be arranged by the party.
12. The selected party **will sign an agreement with NSC within 15 days of issue of letter of intent as per draft agreement attached & after signing of agreement the party** will be allowed to produce tissue culture plantlets as mutually agreed and sell themselves and pay royalty as per clause 10 above. The level of production shall not be less than 80% of the production capacity of the laboratory which is twenty lakhs plants/ annum.
13. The selected party will be allowed to produce as per agreement all stages of tissue culture plantlets i.e. Ex-agar, Primary hardened and Secondary hardened plantlets for

marketing which they may sell by themselves. The capacity of Tissue Culture Laboratory has been estimated at twenty lakhs plantlets per annum including ex-agar, primary hardened.

14. The selected party will utilize minimum 80% of the capacity without any restriction on sale of qty. of plants of different stages.
15. NSC shall require selling the tissue culture plants through its own sale network for supply to State Govt. Depts. & Others. “ NSC and party will have the freedom to sell all the 100% of the production with mutual consent, with all primary charges of product, remaining with NSC.”
16. The party will use the protocol and production technology as well as mother plants from their own source.
17. The production will be undertaken by party under its own supervision and resources.
18. **The Regulatory, necessary licence, other management and any other Govt. statutory directives/compliances towards TCL operation will be managed by the party.**
19. Failure to arrange production and supply of plantlets as per the terms and conditions will amount to cancellation of contract and forfeiture of security and **NSC will be free to** take action to award the production through the next party in the tender at cost and risk of defaulting party.
20. The party will take care of all the legal formalities connected to the labour, power, water and other matters associated with the production of tissue culture plants and NSC will, in no way , be responsible for any consequence arising out of such default.
21. All available infrastructure i.e., Power connection, Water connection, Building, Green House etc., and equipments, fittings and fixtures, shall be handed over to the party who shall be responsible for its maintenance and operational expenses. All the bills in respect of above facilities including electricity and water consumption will be borne and paid by the party regularly on due dates.
The Electricity charges will be borne by the party & NSC in the ratio of 96.5 : 3.5 i.e., the party will bear 96.5% of monthly electricity charges and Balance 3.5% will be borne by NSC.
22. The party will hand over the equipments, fittings and fixtures in good running condition while concluding the contract. In shortfall on the account, NSC will have the right to recover the same from them. Complete list of all such assets being handed over to the party will form part of the agreement as Annexure.
23. Any other facility that is created and equipments installed by party at their cost will be allowed to be removed from the campus after the completion of the agreement period.

The party has to intimate about such facilities before creation / installation and to execute with written permission from NSC.

24. The party will submit quarterly **production** target in advance and **production** details **on a monthly basis on or before** 10th day of the next month

25. **Payments**

The party will pay royalty to NSC on quarterly basis ending 31st March, 30th June, 30th September and 31st December of every year on the basis of the annual production capacity i.e 20,00,000 plantlets at the beginning of the quarter. The payment will be made before 15 days by the end of each quarter and failure on the part of the party will attract interest at the rate of 12% per annum. The payment has to be made in the Area Office, NSC, Bhubaneswar by way of DD / NEFT/RTGS payable at Bhubaneswar. The party will maintain verifiable record duly verified by Area Manager, NSC, Bhubaneswar for the quantity produced by them.

26. The additional clauses have been covered in the draft Agreement attached

For the Tender's use

I have read and understood the Terms & Conditions and I agree to abide by them.

Date:

Place:

(Seal)

Signature_____

Name_____

Full Address _____

Contact no:_____

Email _____

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PART-A

PROFORMA FOR TECHNICAL BID

(To be submitted online)

1. Name of Bidder/party:_____
2. Address of Bidder/party:

3. Details of the laboratory. Name, location, crops handled, annual production crop wise (for last 3 yrs) (**Attach Supporting documents**)
4. Qty., sold crop wise for last 3 years with list of suppliers including private & govt. agencies. (**Attach Supporting documents**)
5. PAN No._____ (**Attach copy of PAN card**)
6. GST NO._____ (**Attach copy of GST Registration**)
7. ITR for last three Financial years (FY 2020-21, FY 2021-22 and FY 2022-23) (**Attach copy of ITR**)
8. Audited balance sheet of the Company for the past three financial years to prove the financial soundness. (**Attach copy of audited balance sheet**)
9. **Solvency Certificate.**

I have read and understood the Terms & Conditions and I agree to abide by them.

Date:

Place:

(Seal)

Signature_____

Name_____

Full Address _____

Contact no:_____

Email _____

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PART-B

PROFORMA FOR FINANCIAL BID

(To be submitted online)

Royalty payable to NSC for production of plantlets at Tissue Culture lab Bhubneswar with production capacity of 20 lakh plantlets per annum is Rs_____ and in words (Rupees_____only)

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

Sl.No.	Particulars	Remarks Yes/ No
1	Tender Fee Rs.1180/- online	
2	EMD as per tender Rs.1,00,000/ online	
3	Details of the laboratory. Name, location, crops handled, annual production crop wise (for last 3 yrs) (Attach Supporting documents)	
4	Qty., sold crop wise for last 3 years with list of suppliers including private & govt. agencies.(Attach Supporting documents)	
5	PAN Number (Copy of PAN Card)	
6	GST No. (Copy of GST Registration)	
7	ITR for last three Financial years (FY 2020-21 , FY 2021-22 & FY 2022-23) (Attach copy of ITR)	
8	Audited balance sheet of the Company for the past three financial years to prove the financial soundness. (Attach copy of audited balance sheet)	
9	Solvency Certificate	
10	Signed & stamped copy of each and every page of the tender documents as acceptance of all terms and conditions of the tender is to be uploaded along with technical bid	
11	Other document if any in support of the tender.	
12	Party Details- Name, Address of the Party , Ph. No. & email	

AGREEMENT

This Agreement is executed on the _____ day of _____ 2024 between **National Seeds Corporation Limited**. Working under the administrative control of the Ministry of Agriculture and Farmers Welfare, Govt. of India, New Delhi, registered under the Companies Act, 1956 and having its Registered Office in New Delhi dealing with production and distribution of certified seeds, hereinafter referred to as "NSC" (which expression shall unless repugnant to the context or meaning thereof include its successors, assigns and authorized representatives) as the party of the FIRST PART.

AND

_____the party_____,having its Registered office at_____ hereinafter referred to as "_____party name_____" (which expression shall, unless repugnant to the context or meaning thereof include its successors, assigns and authorized representatives as the party of the SECOND PART. Both NSC and _____party name _____ are collectively called 'Parties'.

WHEREAS

NSC is desirous to engage an agency to undertake production and sale of tissue culture plants in its Tissue Culture Laboratory established at Plot No.150,Industrial Estate Mancheswar, Bhubaneswar (Odisha).

AND WHEREAS

_____party name_____ has agreed to undertake to produce and market tissue culture plants in the above Tissue Culture Laboratory established by NSC at Bhubaneswar (Odisha) (hereinafter referred to as "products") subject to the terms and conditions hereto appearing.

NOW THEREFORE,IN CONSIDERATION FOR THE MUTUAL PROMISES AND CONVENANTS CONTAINED HEREIN BELOW, THE PARTIES INTENDING TO BE LEGALLY BOUND. Both the parties are being hereby agreed to undergo the agreement for a period of **36 MONTHS(03 years)** w.e.f. _____ and with following terms and conditions:

_____party name_____ will be allowed to produce tissue culture plantlets of Banana, Potato Tuber, Pineapple & Bamboo etc(**as mutually agreed**)and sell them themselves. **Royalty per annum of Rs. _____(as per tender rates approved) shall be paid on quarterly basis in equal installments through RTGS/NIFT/DD as per clause 3.1.** The party will produce and sell plantlets of different stages produced by them. The level of production shall not be less than 80% of the production capacity of the laboratory which is **Twenty Lakhs** plants/ annum. The party has been allowed to purchase and install the equipments (list enclosed) at his cost to facilitate production and will be allowed to take back these equipments on termination of this agreement after taking the approval from NSC.

1. Coverage and Validity:

- 1.1. This agreement shall be effective for a period of **36 MONTHS (03 years)**from the above mentioned date and i.e. _____ all the terms and conditions contained herein shall apply to all transactions executed between the Parties during this period. The agreement shall be renewable for a further specified period by mutual consent in writing.

- 1.2. NSC and _____party name_____ shall review at the end of every year about further applicability of this agreement and the terms and conditions incorporated herein and if required renew the agreement or amend the terms as appropriate in writing by mutual consent of the parties.
- 1.3. If any clause of this agreement held by the Court of a competent jurisdiction to be invalid, void or unenforceable; the remaining provision shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

2. Production and Marketing:

- 2.1. _____party name_____ will be allowed to produce all stages of tissue culture plantlets i.e. Ex-agar, Primary hardened and Secondary hardened plantlets of Banana, Potato Tuber, Pineapple & Bamboo crops (**as mutually agreed**) for marketing which they may sell by themselves by paying a royalty for plant to be produced as per production capacity per annum of the Tissue Culture Lab of 20 lakh plantlets and sold by them. _____(**party name**) will sell all the plants produced by them. The capacity of Tissue Culture Laboratory has been estimated at **Twenty Lakhs** plantlets per annum including ex-agar, primary hardened & Secondary hardened put together.
- 2.2. _____(party name) will utilize minimum 80% of the capacity without any restriction on sale of qty. of plants of different stages.
- 2.3. NSC shall require selling the tissue culture plants through its own sale network for supply to State Govt. Depts. :- “ NSC and _____party name_____ will have the freedom to sell all the 100% of the production with mutual consent, with all primary charges of product, remaining with NSC.”

3. Payment:

- 3.1. _____(**party name**) will pay royalty to NSC on quarterly basis ending 31st March, 30th June, 30th September and 31st December of every year on the basis of the annual production **capacity i.e 20 lakh plantlets** at the beginning of the quarter. The payment will be made before 15 days by the end of each quarter and failure on the part of _____(**party name**) will attract interest at the rate of 12% per annum. The payment has to be made in the Area Office, NSC, Bhubaneswar by way of DD /**NEFT/RTGS** payable at Bhubaneswar. _____(party name) will maintain verifiable record **duly verified by Area Manager, NSC, Bhubaneswar** for the quantity produced by them.

4. Other Terms and Conditions:

- 4.1. (**party name**) will use the protocol and production technology as well as mother plants from their own source.
- 4.2. The production will be undertaken by _____party name_____ under its own supervision and resources.

- 4.3. The Regulatory, necessary licence, other management and any other Govt. statutory directives/compliances towards TCL Lab operation will be managed by **(party name)**.
- 4.4. **(party name)** failure to arrange production and supply of plantlets as per the terms and Conditions will amount to cancellation of this agreement and forfeiture of security and take action to award the production through the next party in the tender at the cost and risk of the **(party name)**.
- 4.5. **(party name)** will take care of all the legal formalities connected to the labour, power, water and other matters associated with the production of tissue culture plants and NSC will, in no way, be responsible for any consequence arising out of such default.
- 4.6. All available infrastructure i.e. Power connection, Water connection, Building, Green House etc. **and equipments, fittings and fixtures**, Shall be handed over to the party who shall be responsible for running above maintenance and operational expenses. All the bills in respect of above facilities including electricity and water consumption will be borne and paid by the party regularly on due dates.
- The Electricity charges will be borne by the party & NSC in the ratio of 96.5 : 3.5 i.e. the party will bear 96.5% of monthly electricity changes and Balance 3.5% will be borne by NSC.
- 4.7. **(party name)** will hand over the equipments, fittings and fixtures in good **running** condition while concluding the contract. In shortfall on the account, NSC will have the right to recover the same from them.
- 4.8. Any other facility that is created and equipments installed by **(party name)** at their cost will be allowed to be removed from the campus after the completion of the agreement period.
- 4.9. In case the agreement has to be terminated due to the non-compliance of the terms and conditions by **(party name)**, NSC will take up appropriate action on its own for the termination of the agreement after assigning the proper reasons.
- 4.10. In addition to above, the **(party name)** will abide by other terms and conditions mentioned in the Tender document published vide No. _____ Dated _____

5. Force Majeure:

- a. The failure or omission to carry out or to observe any of the terms / provisions or conditions of contract during the continuance of an event of Force Majeure, as hereunder defined, or its effects, shall not give rise to any claim by either party against each other or be deemed to be a breach of this contract if the same is caused by or arises out of Force Majeure.

- b. To the extent that the event is not within the control of the party whose performance under this contract is affected, provided that the party so prevented from performance shall notify the other party of the cause and resume performance as soon as it is able to do so. The term Force Majeure, as used in this contract, shall include, but is not limited to the following events.

War, hostilities, acts of public enemy or belligerents, sabotage, blockade, revolution, insurrection, riot or disorder, expropriation, requisition, confiscation, interference by or restrictions or onerous regulations imposed by Civil or Military or any other authority, whether legal or defact , whether purporting to act under some constitution, decree, law or otherwise ; acts of God , fire, earthquake, storm, lightening, epidemic, quarantine, explosions, accidents by fire or otherwise , or other events whether or not of the same class or kind as those set forth.

- c. **(party name)** affected by Force Majeure shall, within seven days of the occurrence / commitment of such circumstances inform the other party by e-mail and telex / cable / fax about the existence of such circumstances and in the event of termination of these circumstances, information shall similarly be given.
- d. A declaration issued by the State Chamber of Commerce supported by a documentary proof shall be sufficient proof of the existence of the above circumstances and their duration, provided that such certificate has not been procured. The occurrence and existence of any of the terms stipulated above shall not be considered as a waiver of obligation of either party under this contract and each party shall promptly recommence fulfilling its obligation under the contract as soon as the Force Majeure circumstances cease. However, the duration of this contract shall stand extended by a period equal to the period of time during which Force Majeure is invoked.
- e. It is expressly agreed that this clause shall not however deprive the parties of any rights or remedies otherwise available in law.

6. Assignment

Neither party shall without prior written consent of the other party assign, transfer, charge or deal in any other manner with this agreement or its rights under it or party of it , or purport to do any of the same, nor sub contract any or all of its obligations under this agreement.

7. Arbitration

In case any dispute arises between NSC and (the party name) 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 parties to resolve issues under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction.

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

8. Jurisdiction:

This agreement (and any dispute or claim relating to it, its enforceability or its severability/ termination) is to be governed by and constructed in accordance with law of India. The Courts /Tribunal at New Delhi shall have exclusive jurisdiction over any disputes relating to the subject matter of this agreement.

9. Termination for Insolvency

If **(party name)** becomes bankrupt or otherwise insolvent, NSC reserves the right to terminate the contract at any time, by serving written notice to **(party name)** subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to NSC.

10. Forfeiture of Security Deposit under the following circumstances

- a. **(party name)** failure to arrange production of plantlets as per the terms and Conditions will amount to cancellation of this agreement and forfeiture of security and take action to award the production through the next party in the tender at the cost and risk of the **(party name)**
- b. Any damage caused to available infrastructure i.e. Power connection, Water connection, Building, Green House etc. **and equipments , fittings and fixtures**, handed over to the **(party name)** who is responsible for running above, maintenance and operational expenses. Bills if not paid in respect of above facilities including electricity and water consumption
- c. In case the party is found to be indulged in the above or any misconduct observed which may affect the working of NSC, the party may also be debarred/ blacklisted for 1 years

11. Waiver

The failure of a party to insist upon strict adherence to any term of this agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party.

12. Amendment Clause

The Agreement may be modified or amended by written agreement between the parties.

13. Confidentiality Clause

The Parties shall during the term of this agreement and at any time after its expiration or earlier termination, treat as absolutely confidential all knowledge and information exchanged between the parties to the extent of their respective right to do so shall exchange such technical information and data as is reasonably required of each party to perform its responsibilities under this Agreement.

Each party agrees to keep in confidence and to use the same degree of care as it uses with respect to its own proprietary data to prevent the disclosure to third parties of all technical information, data and confidential business information (Hereinafter called DATA).

Data exchanged by the parties under this agreement shall not be used for any other purpose, except for the purpose set out under this agreement.

The preceding provisions of confidentiality and restriction on use of data shall not apply to:-

- Information in the public domain or information which subsequently enters into public domain without committing breach of this Clause.
- Information in possession of the party at the time of disclosure and which was not acquired, directly or indirectly from the other party.
- Information which a party is required to disclose under law, rules and regulations to any judicial or other authorities.

14. Indemnity Clause:

(Party name) shall indemnify and keep NSC indemnified against all losses or claims for injuries or damages whatsoever which may arise out or in consequent of the execution of any part/ term(s) of the agreement. Provided that the circumstances and situations which may arise out of Force Majeure condition as mentioned in this Agreement clause 5 shall not be covered under this clause.

15. Notices

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

16. Entire Understanding

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

IN WITNESS WHEREOF the parties hereto have executed these presents, the day, month and year first herein above written.

Signed and Delivered by

Signed and Delivered by

In the presence of

In the presence of