

APPOINTMENT OF PRODUCER/ GROWER

SARDARGARH FARM

FOR

PRODUCTION OF NAPIER GRASS

NOTICE INVITING TENDER

OPEN TENDER NOTICE NO. NSC/Prod./Farm/2024-25

Date: 20/06/2024

National Seeds Corporation Limited (NSC), a Central Public Sector Enterprise under the administrative control of the Department of Agriculture and Farmers Welfare, Ministry of Agriculture and Farmers Welfare, Government of India, engaged in production and distribution of seeds of different crops/varieties to the farmers of the country intends for production of Napier grass at its Sardargarh Farm in Rajasthan State, from eligible Companies/FPO's/ Proprietary firm/Co-operative/ Partnership Firm.

Sealed tenders in the prescribed format are invited from interested eligible bidders for Napier grass production at Sardargarh Farm through online mode on e-nivida portal of NSC .

The details are as follows:

Availability of tender document: The tender documents can be downloaded from NSC website: www.indiaseeds.com / <https://indiaseeds.enivida.com> / CPP portal

1. The tenderers shall be deemed to have read and understood the complete tender documents. Any alteration or modification or imposition by the tenderer that are in deviation to the terms and conditions prescribed by NSC in tender papers shall be ignored.

2. Cost of Tender Document: Rs 500/- plus 18% GST. (Payable by way of DD/Pay Order/RTGS/NEFT and the details to be furnished separately.)

3. Last date and time for submission of tenders and scheduled time of opening:

- i. Date of start of downloading the tender document - 21.06.2024 11.00 am
- ii. Pre- bid Meeting - 24.06.2024 From 3.00 pm
- iii. Last Date of Submission of tender - 27.06.2024 3.00 pm

Date of Opening of Technical Bid – 27.06.2024 3.30 pm

The area offered by CSF Sardargarh for Napier grass cultivation is as under:

Location	Chak No.	Area (Ha)
Block No.4	43 PBN	139.15
Block No.4	46 PBN	101.2
	Block No.4	240.35
Block No.5	52 PBN	139.15
Block No5	48 PBN	25.3
	Block No5	164.45
Total Area		404.80

4. Contract Period: 10 years with a provision for extension by another 5 years with mutual consent with same terms and conditions and rates.

5. The tenderer should submit the documents as per details given in the tender document along with the tender.

6. It may be noted that by merely inviting the tenderer to submit the tender, there is absolutely no commitment, implied or otherwise, at this stage from NSC's side as to award of actual contract and no correspondence in this regard will be entertained by the NSC. NSC shall also not be liable in any manner whatsoever, for costs and expenses etc., incurred in responding to this invitation.

7. EMD: Earnest money Deposit @Rs. 2000/- per ha to be paid by DD in favour of National Seeds Corporation Ltd., Payable at Sardargarh or through RTGS/ NEFT in NSC account and deposit slip/ transfer detail may submit with his proposal / tender.

REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not withdraw their offers before the receipt of final decision, the earnest money if deposited shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/online transfer, and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission and currency conversion rate if any.

(B) SUCCESSFUL TENDERERS: - (i) The successful tenderers shall sign agreements as per the format given in the tender document and shall deposit the security money within 15 days from the date of issue of LOA/work order, furnish Composite bank Guarantee in the manner indicated the tender document (ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to the tenderer. No interest shall be allowed on earnest money.

FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited.

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form: OR

(b) In case of a successful Tenderer, if tenderer fails to sign the contract, furnish security deposit in accordance with the tender terms.

8. SECURITY DEPOSIT(SD)

Security deposit @ Rs 5000 per Ha. has to be submitted by the Producer/Grower within 15 days after issue of Letter of Intent. The Producer/ Grower shall have to submit Security Deposit in the form of Bank Guarantee or DD / Pay Order drawn in favor of National Seeds Corporation Limited, CSF Sardargah on any Scheduled Bank (excluding Co-operative Banks) payable at Suratgarh by way of RTGS/NEFT.

9. NSC reserves the right to accept or reject any one or all the tenders in part or in full or to accept more than one tender or to cancel the total tender process without assigning any reason thereof and without any liability to NSC.

FARM HEAD

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 hours 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 uncapping 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 E-procurement Portal 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 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/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Technical Support - Phone: 9355030617, 8448288980Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com, enivida2021@gmail.com

Qualification Criterion

- i. NSC shall offer land for Napier grass cultivation as per the conditions as on date. Map of Farm is enclosed for reference
- ii. The Potential bidders are advised to visit the farm and check the position of Land, water availability and other physical condition of the area offered for cultivation, before bidding
- iii. The following details shall be furnished by the Tenderers in the technical bid
 - a. Napier Grass production program and methodology
 - b. Details of equipment's available with them used for Napier grass production as per Annexure – I
 - c. Availability of technical manpower for Napier grass production as per Annexure -II
- iv. Bidders are required to submit the checklist as per [Annexure -III](#)
- v. Bidders should have financial soundness to take-up the production work and proof of financial soundness/Turnover amounting to Rs. 100 lakhs shall be submitted. The Documentary proof in form of Balance Sheet of last 3 financial years / Solvency certificate should have minimum 100 lakhs turnover/ financial soundness. In case of not providing this document the bid will be rejected.

Annexure – I

S.No.	Name of Machinery	Minimum Capacity	Remark
1	Field operation Machinery (Tractor/ Harvester/ DG/ Pump etc.)	200 HP	
2	Tools for Inter-culture operation having annual capacity	200 Ha	
3	Material Transport equipment	20 Tonns	

Proof of availability of machinery owned / leased shall be submitted

Annexure – II

S.No.	Manpower to execute the work	Qualification	Minimum Numbers
1	Farm manager	Practicing Farmers involved in farming	1
2	Technician / Operator / labours for day to day field operation	-	10

Annexure – III

1. Firm Registration
2. Firm/ Proprietor PAN
3. GST registration. The tenderers are required to be registered with GST Authorities and to submit a copy of GST registration
4. Self - certificate / undertaking (self-attested) to the effect that it has not been debarred / blacklisted by any of the Central / State Departments / Agencies as on date of publication of this tender or any criminal case is not registered against the firm or its own partners anywhere in India on Rs. 100/- Stamp paper
5. Tender fee
6. EMD
7. The Documentary proof in form of Balance Sheet of last 3 financial years / Solvency certificate should have minimum Rs. 100 lakhs turnover/ financial soundness. In case of not providing this document the bid will be rejected
8. Income tax return of previous 3 financial years

INSTRUCTIONS TO TENDERERS

Appointment of Tenderer for Napier grass Production

1) The tenderer should **duly sign on every page of the tender documents** including the Notice Inviting Tender, Instructions to Tenderers, Form of Agreement, Terms and Conditions of Contract along with the rubber seal of the Company/Firm, indicating the name and the status of the signatory and the same shall be uploaded.

2) **The tenderer shall submit initial Earnest Money Deposit (EMD) by way of DD/Pay Order /RTGS/NEFT/PBG/e-PBG only.**

3) Tenders should be accompanied by **EMD and** Tenders without EMD shall be summarily rejected and **Price bid** of such tenderers shall not be opened. Government Undertakings/Enterprises are exempted from submission of EMD.

The tenderer will automatically be debarred from participation in all future tenders of NSC for a period of three years in case the tenderer withdraws/modifies the bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof OR (i) having been notified of the acceptance of their bid by NSC, during the period of bid validity (ii) if the tenderer fails or refuse to execute the contract, fails or refuse to furnish the security deposit, as stipulated in the Tender Document /Work Order / letter of Acceptance.

4) The successful tenderer shall be required to conclude a formal agreement with the Company in the prescribed Format on a non-judicial stamp paper of Rs.500/- or as per State Stamp Act, purchased in the respective location after the company conveys acceptance of the tender.

5) **The tender submission shall be as follows:**

a) **PART A shall contain the following:**

(Technical Bid) –To be uploaded :

Tender for Napier grass production at Sardargarh farm

Form of Technical Bid:-

Tender Notice no.:

Tender Opening Date:

Place:

Particulars of Tender:

- | | | |
|----|-----------------------|---|
| 1- | Name of Tenderer | : |
| 2- | Permanent address | : |
| 3- | Present address | : |
| 4- | Telephone /Mobile no. | : |

- 5- Nominee details :
- (along with copy of PAN card, adhar card) :
- 6- Covering letter
- 7- Income tax return of last 3 years (max) :
- 8- Payment Details towards Cost of Tender Document: For Rs.590/- (Rs.500 +18% GST)
RTGS/NEFT/DD/pay order drawn in favor of **National Seeds Corporation Limited**,
Payable at Sardargarh.

BANK ACCOUNT NO : **34032829868**
NAME OF THE ORGANISATION : **NATIONAL SEEDS CORPORATION LIMITED,
Sardargarh**
BANK NAME : **STATE BANK OF INDIA**
IFSC CODE : **SBIN0007774**
BANK ADDRESS : **MAIN MARKET, SURATGARH**

- 9- An authorization letter as per NIT.
- 10- Other document mentioned elsewhere in the tender (if any), like;

b) PART B shall contain the following:

(Price Bid) -

(i) Price Bid indicating the Total value of the Bid including projected qty. in qtls multiplied by Price/qty. with GST.

c) The Tenderer should not alter the Terms and Conditions of Contract and other documents forming part of the Tender Document issued by NSC or downloaded from the website of NSC.

d) Conditional Offers shall not be entertained.

A. NSC reserves the right to accept/reject any or all tenders either in part or in full or to accept more than one tender or to cancel the tender process without assigning any reason thereof and without any liability to NSC.

B. Tenders should be kept valid for **90 days** from the date fixed for opening of the tender.

6. Evaluation of the Tender/H-1 rates:

I. Initially PART-A contained in Technical Bid will be opened.

II. Subsequently after technical evaluation of PART A (Technical Bid) (including the trial production as indicated in Para-III below), PART-B (Price Bid) of those tenderers who are qualified in

PART-A (Technical Bid) requirements shall be opened on a subsequent date under information to all such Tenderers. NSC's decision in this aspect is final.

III. The price bid evaluation will be on the basis of highest share return to NSC in qnty. Per Ha. from Napier grass.

IV. The Tenderer shall quote the quantity & price inclusive of all taxes and duties, including GST. Break up of Prices quoted including applicable GST shall be indicated in the Price Bid format, which shall be submitted to NSC by the H-1 Tenderer.

V. Finalization of rate of Biomass of Napier grass: Offer Prices shall be on all-inclusive basis i.e., NSC's biomass share and yield/ hectare and assurance of minimum income per hectare to the farm.

VI. Tenderers shall comply with all statutory provisions as required by the State and Central Govt. w.r.t taxes, duties, labor, safety and other relevant aspects. NSC shall not take any responsibility for any default by the Tenderer regarding these aspects. The Tenderers shall indemnify and keep indemnified NSC regarding this in case of any default / violation on the part of the Tenderer.

VII. In the event of failure to meet out the contractual obligations of the Tenderer/Firm/Contractor, the NSC reserves the right to terminate the contract at any time and forfeit the security deposit besides taking action for recovery of the losses.

VIII. During the contract period if NSC suffers any kind of financial loss, the same will be recovered from the Tenderer by taking all legal actions as per law.

IX. The successful bidder has to create their own infrastructure for taking up the production like flood protection bunds, water sources and infrastructure for production. No input will be provided by Farm in this regards only land as and where available will be provided.

Price bid format for Napier grass production through share basis

Break-up Price Bid of (Napier Grass Production)

Area in ha.	Offered Quantity in Qtls./ Ha (NSC share)	Total. NSC's qty. (qtls.)	Indicative Rate * (Rs/ Qtl)	Total indicative Amount (Rs)
1	2	3 (1*2)	4	5 (4*3)
404.80				

Note:

1. The highest offered quantity as per column 3 will be considered as successful bidder.
2. The rate will be decided based on the market survey by the farm committee in which Producer/ Grower will be one of the members. These rates will be decided every year on 1st April after completion of 1 year (Second year onward).
3. NSC is free to sale the NSC share of produce in market for better price and Bidder shall not have any claim for this.

TERMS & CONDITIONS FOR APPOINTMENT OF NAPIER GRASS PRODUCTION PARTNER AT SARDARGARH FARM

1.0 DEFINITIONS:

The following words and expressions used in this Contract shall have the meaning assigned to them except where the context otherwise requires.

The '**Company**' shall mean National Seeds Corporation Limited (NSC) with its Registered Office at **BEEJ BHAWAN , PUSA COMPLEX, NEW DELHI-110012** and its farm at **CENTRAL STATE FARM , SARDARGARH, District- Sriganganagar, Rajasthan- 335705**

'**Farm Head**' shall mean the Head of the Farm or any other Officer of the Company for the time being in-charge of the Farm.

'**Tenderer**' shall mean the Grower/Partner submitting a tender against the Invitation to Tender and shall include his/her/its successors and assigns approved by the 'Company'.

'**Producer/ Grower**' shall mean the tenderer whose tender has been accepted by the "Company".

'**Contract**' shall mean and include the Agreement between the Company and the Producer/ Grower duly signed by the parties thereto for the execution of the work together with all documents annexed/attached therewith or referred to therein.

'**Block, Chak and Square**' For administrative purpose, Farm is divided into Blocks and Blocks are divided into Chaks further Chaks are divided into Squares and each square comprise of 6.25 hectare.

'**Company's Land**' shall mean the land of the company assigned to the Producer/ Grower to undertake production.

'**Execution In-charge**' shall mean the Farm Head. In charge of the Farm communicated by the Company from time to time. The Farm Head will be coordinating the operations under the contract including due certifications wherever required.

2.0 PRODUCTION AND PROCEDURE:

2.1 Napier Grass as agreed by the Company. It may include the Varieties as agreed by the Company.

2.2 Only those Parties, who are having capability both Financial and Operational and are submitting their Tender, shall only be considered for appointment as Producer/ Grower. They should fulfill all the related statutory requirements from time to time as per the rule.

2.3 All the necessary inputs like seed/ cuttings, Manure & fertilizers, agrochemical use in Napier grass cultivation to be self-arranged by Tendered after approval from Farm Head to avoid adverse effects of Soil health & environment.

2.4 The e-tenderer will make the arrangement at own level for all work involving manpower/ labor and mechanical/ other operations of farming like land ploughing preparation, crop sowing/ plantation, Nutrition / Water/ Weed Management, guarding of crop, harvesting and transporting, etc.,

2.5 Farm Share will beQtls/Ha of the biomass produced by the tenderer and the share of the farm will be purchased by the successful tenderer at the rates finalized in the tender however from second year the rate will be decided by the Farm Committee on the basis of market survey on mutual consent with the tenderers. Farm is free to sell its share to the producing party or any other party.

2.6 If the successful bidder undertakes any land improvement work (like land leveling & construction) will be done by its own cost with prior written approval of NSC, Head Office, New Delhi.

2.7 The Tenderer shall arrange its own water resource for production of Napier grass, if surplus canal water available, may be utilized for irrigation/ storage/ other purpose after permission of Farm Head. If there is shortage of water, the Tenderer himself is free to make any arrangement, the cost of which will also be borne by the successful Tenderer. In order to ensure the water availability, digging of bore/ tube well /construction of new water storage tank on the farm chak, it will be decided with the consent of the farm administration. Tenderer will ensure to take separate electricity connection & installation of allied machineries by own cost.

2.8 The statutory and full responsibility of any kind of loss of public money and accident during various types of works, EPF, TDS, accident compensation and all statutory liability to the workers engaged by the Tenderer will be the responsibility of the Tenderer.

2.9 It will be the responsibility of the Tenderer to protect all the movable and immovable property located in the area concerned, he/she will give an undertaking in this regard and as the case may be, that he will return them back to the farm on completion of the work. The said movable immovable property of the farm will not be used by the Tenderer for commercial use and no permanent construction will be undertaken at the farm. Any damage, theft etc., to the properties of the area related to the farm will be recovered from the Tenderer.

2.10 Livestock rearing and other activities will not be allowed on the concerned allotted chak area.

2.11 The Farm Head will have the right to increase or decrease the area given in the tender and to accept or reject the tender.

2.12 Farm Head will decide to provide the agricultural equipment/ machinery on custom center hiring rate based on the availability and prior depositing the fixed rent.

2.13 A minimum benchmark for revenue per ha land will be decided with mutual consent to mitigate the risk.

2.14 The Tenderer will have to use manure & fertilizer /bio-fertilizer on the basis of soil test report to maintain the soil health & productivity. IPM approach may be followed for Insect/pest & disease management, if required, to prevent other seed crops at farm.

- 2.15 The Tenderer will make arrangements for the security of crop at its own level.
- 2.16. If any chak has a restricted area / thedi as per Survey of India, then the Tenderer will not tamper with the said area and no mining activity will be done in that area.
- 2.17 The Tenderer will not have the right to sublet any area of the work.
- 2.18 The work of growing Napier grass shall be awarded for 10 years initially and on successful performance agreement may be extended for 05 years more with mutual understanding.
- 2.19 If the work is not done by the Tenderer in due time, and farm suffered a loss then the farm shall have the right to impose a penalty of Rs. 5000/ hec. for the period of six months. If he/she repeats such mistake thrice in a year, his contract will be terminated without any notice and his/her Security Deposit will be forfeited. He will also be debarred from participating in future tenders
- 2.20 The Tenderer will have to sign these terms and conditions in the form of an agreement on a non-judicial stamp paper of Rs.500/- to be purchased by the Tenderer. The original agreement form shall be retained and a certified copy thereof shall be given to the Tenderer.
- 2.21 Payment Clauses - All applicable TDS, taxes and other deductions need to be done before final payment.
- 2.22 Farm will have full rights on the free flow of drain water, its storage and distribution.
- 2.23 Tenderer will have to abide by all the rules/orders made by the Government of India and the State Government from time to time.
- 2.24 The Bidding Party shall be liable to face civil/criminal proceedings for any violation of the terms and conditions of this tender document.
- 2.25 Infrastructure creations, Electricity, etc., - The Producer/ Grower has to get prior permission in writing from farm head for creation of any infrastructure and installation of machinery or electrical arrangements.
- 2.26 Office Accommodation/ labour quarter may be provided on availability and payment basis on the rent prescribed by the Farm Management.

3.0 **PERIOD:** The Contract is for a **period of 10** years from the date of Letter of Acceptance (LOA). However, it can be extended for 05 Years more with mutual consent on same terms and conditions and rates of the contract or as mutually agreed.

4. EMD : Earnest Money Deposit @Rs. 2000/- per ha to be paid by DD in favour of National Seeds Corporation Ltd., Payable at Sardargarh or through RTGS/ NEFT in NSC account and deposit slip/ transfer detail may submit with his proposal/ tender. The Earnest Money Deposit (EMD) of the successful bidder will be returned without interest after deposit the Security Money

4.1 Tenderers will have to provide their PAN card, Aadhar Number, GSTIN No (if applicable), permanent & postal address details along with email & contact details. The Tenderer will have to submit authorization on a stamp paper of Rs.100/- with his/her PAN card, Aadhar card etc., The signature of the authorization on these papers will have to be attested by the Tenderer.

4.1 If the Tenderer wants to withdraw the tender after putting the tender in the tender box, then he can withdraw it by giving an application for withdrawal of tender before the stipulated time of opening the tender but will not have the right to withdraw the tender after the stipulated time. The Earnest Money Deposit (EMD) will not be refunded in the event of the successful bidder who has offered the highest rate (share of the farm) in the tender and not doing the work for any reason.

5.0 SECURITY DEPOSIT(SD)

Security deposit @ Rs 5000 per Hectar has to be submitted by the Producer/ Grower within a period of 15 days after issue of Letter of Intent. The Producer/ Grower shall have to submit Security Deposit in the form of Bank Guarantee or DD / Pay Order drawn in favor of National Seeds Corporation Limited, CSF Sardargah on any Scheduled Bank (excluding Co-operative Banks) payable at Suratgarh by way of RTGS/NEFT.

5.1 BG shall remain valid for a period of 1 Year from the date of expiry of the contract period and subsequently shall be extended for 05 year if the contract is extended. Conversion Agent may furnish one or more BGs. The SD shall not carry any interest.

6.0 **Share of NSC: The Producer/ Grower shall quote Expected production, NSC's share and the present Market value per qtls of the product. From this the value of NSC,s share shall be calculated and the tenderer whose quoted H1 quantity shall be awarded the contract for Production of Napier grass on NSC,s farmland.**

7.0 **REVISION OF RATES:** The rate will be decided based on the market survey by the farm committee in which Producer/ Grower will be one of the members. These rates will be decided every year on 1st April.

8.0 **Recovery of amount:** In case of non- performance/ non- compliance of contractual Obligations:

8.1 If the Company suffers any losses or damages due to any negligence and/or non-performance of any of the obligations under the contract by the Producer/ Grower, the Company may without notice and without prejudice to any other right, recover the amount(s) and appropriate the same from the Security Deposit BG and/ or the Financial Arrangement BG towards the settlement of all losses or damage.

8.2 However, the Company reserves the right to recover such losses and/or damages by enforcing the Bank Guarantee and/or by deduction from any of the Producer/ Grower without prejudice to any other legal remedies/recourse available to the Company to proceed against the Producer/ Grower for recovering such losses/damages.

8.3 The decision of the Company as to the amount of loss (es)/damage(s) suffered by the Company shall be final and binding upon the Producer/ Grower.

8.4 In the event of BGs being inadequate or fully encashed, the balance of the total sum recoverable shall be deducted from any sum due to the Producer/ Grower under this or any other contract with the Company. Such sum also be not sufficient to cover the full amount recoverable, the Producer/ Grower, on demand, shall pay to the Company the balance due.

8.5 The Security Deposit or BG will be released after ONE YEAR of termination/expiry of the contract on production of "No pending demands" in favor of the Company.

9.0 **MONITORING:** The Company shall closely supervise the operations of the Producer/ Grower with regard to cultivation of land, proper agronomic practices, regulation of Bank Guarantee etc., on continuous basis.

10.0 **Reports & Returns:** Producer/ Grower shall have to submit MONTHLY reports regarding cultivation, status of crops, stock etc., to the Farm Head OR his/her representative. In addition to this, in case any information is required by the Company at any time, Producer/ Grower shall have to provide the same.

11.0 PAYMENTS:

11.1 The Tenderer will not be allowed to take out the produce without movement certificate / challan/ gate pass. It is necessary to use the weighment facility available at farm for the weighment of the produce. In case farm weighment facility is not in operation then the weighment of the produce can be done outside with consent of Farm Head.

11.2 Producer/ Grower shall make payment to NSC on regular basis before disposal of the produce in the market after weighment as per NSC share.

12.0 EXPIRY / SHORT CLOSURE/ TERMINATION OF THE CONTRACT:

12.1 In case the Producer/ Grower does not perform his/her/its duty as per the terms and conditions of the Contract or the performance is not found to be satisfactory of the Company, the contract shall be terminated by giving three-month notice. In case the Company is not in a position to offer land due to its internal exigencies, the Contract can be short closed after giving three month notice without giving any reason.

12.2 Before termination/short closure/expiry of the Contract and/or immediately after termination/short closure/expiry of the Contract, the crop from the land shall be cleared by the Producer/ Grower as per the written direction of the Company.

13.0 **Liabilities/Obligations on Expiry/Terminations:** Notwithstanding the expiry/termination of the Contract the liabilities and obligation of both the Company and the Producer/ Grower as set out herein will continue to be in force, until all the crops are cleared/harvested subject to maximum within 3 months of termination/expiry etc., After termination/expiry of the Contract,

the materials/ machinery if any, lying in the Farm Land shall be cleared by the Producer/ Grower within three months from the date of the termination/expiry of the Contract. The Producer/ Grower Agent shall be responsible to vacate the land as directed by the Company.

14.0 ARBITRATION / SETTLEMENT OF DISPUTES:

14.1 In case any dispute arises between the Company and the PP 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 any 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.

14.2 **JURISDICTION:** The parties hereby irrevocably consent that the Contract shall be subject to jurisdiction of the Courts of Delhi only in connection with any or all actions or proceedings arising out or in relation to this Contract.

14.3 **Amendment:** No amendment of any provision of this Agreement shall in any event be effective unless the same has been agreed and made in writing by both the parties.

14.4 **Assignment:** Neither party shall have the right to assign this agreement without the other party's prior written consent provided, however, that each of the party hereto reserves the right in its sole discretion to assign its right and obligations under this agreement to a wholly owned affiliate provided that assignee shall furnish an undertaking agreeing to be bound by the terms of this agreement.

14.5 **Indemnity:** The Producer/ Grower shall indemnify and keep the Company 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 Contract agreement.

14.6 **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 change in addresses will be duly notified by the Parties to each other from time to time.

15.0 GENERAL CONDITIONS:

15.1 Proper security arrangements shall have to be made by Producer/ Grower at their costs for the safety and security. Any loss, damage or deterioration whatsoever and/or pilferage in the offered Farm Land to the Producer/ Grower, the Producer/ Grower will be bound to compensate the Company suitably for such losses, damages, expenses

and/or deterioration. The decision of the Company regarding this will be final and binding on the Producer/ Grower.

15.2 The Producer/ Grower shall comply with all rules and regulations of the Company during the tenure of the contract including safety rules of the Company. The Producer/ Grower will be solely responsible towards the safety of its equipment, vehicles, employees etc., engaged by the Farm as well as the Company's premises and the Company will have no liability whatsoever.

15.3 The Producer/ Grower shall comply with all statutory requirements of Central, State and local authorities including all tax related statutory requirements, obligations applicable labour laws etc., and the Company will not have any liability whatsoever.

----X----

AGREEMENT FORM

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its Registered Office at 'Beej Bhavan', Pusa Complex, New Delhi-110012(hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns)of the first party and M/s._____

(herein after called the "Producer/ Grower" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of producing Napier grass through second party, in part of its Sardargarh Farm land where cultivation of normal crops is not possible or economically feasible, invited NIT vide Tender No._____

AND WHEREAS the Producer/ Grower submitted their Offer No._____ Dated: ____ and upon consideration of the tender and after due deliberation, the Company placed LOA No._____dated_____with Producer/ Grower for the Production of Napier Grass as per terms and conditions specified in the NIT, **terms & conditions for appointment of Napier grass production partner** and others, which shall form part of this agreement.

Amendment made in the LOA if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the Producer/ Grower have agreed to all the terms and conditions of Tender Document as attached to this Agreement which shall form part of this agreement.

SETTLEMENT OF DISPUTES, JURISDICTION: Will be as mentioned in the Terms and conditions for appointment of napier grass production partner

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

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

**For and on behalf of the
National Seeds Corporation Ltd.
New Delhi**

**For and on behalf of the
Tenderer**

Witness

Witness

1., 2 & 3

1. , 2 & 3

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____date of 2024 by _____(hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-110012(hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s. _____
(herein after called the "Producer/ Grower")

WHEREAS the Producer/ Grower had tendered in respect of Tender No. _____issued by the Corporation.

WHEREAS the tender of the Producer/ Grower has been accepted and in consequence thereof the Corporation had placed a LOA/ for _____ mentioned in the LOA No. _____dated _____.

AND WHEREAS the Producer/ Grower is required to deposit security with the Corporation to the extent of an amount of Rs. _____ value of the aforesaid order placed by the Corporation on the supplier, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of Security Deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the Producer/ Grower commits any breach of any of the terms and conditions of the contract or of the LOA/Contract agreement and the Corporation declares that Producer/ Grower has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the Conversion Agent.

2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said Producer/ Grower has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above and the decision of the Corporation that the said Producer/ Grower has committed such breach shall be final and binding on the bank.

3. The bank understand that it shall not necessary for the Corporation to proceed against the Producer/ Grower before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be endorse able against the bank.

4. This guarantee shall remain in full operation up to 12 months from the date of expiry of the agreement. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the Producer/ Grower or the bank shall not discharge the liability of the bank hereunder.

5. Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs. _____ (Rupees.....). The guarantee of the bank shall

remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1. -----
2. -----

- Here fill the name of Bank with address.
- Here fill the name and address of the Producer/ Grower.
- Here fill the name of the material for which order has been placed.

LETTER OF ACCEPTANCE (LOA)

Tender for Napier Grass Production at Sardargarh Farm

Ref.No.....

Dt.....

To
M/s. _____

Dear Sir,

Sub: Our Tender Notice No Dt.....for Napier Grass Production under Producer/ Grower Contract at

Ref: Your Tender Quotation No.Dt..... in response to the subject Tender Notice
(All other relevant references)

1. Please refer to your above Tender Quotations opened on.....and also (strike out whatever is not applicable) the subsequent negotiation held onand/or your correspondence dated.....

2. We have the pleasure to inform you that your above tender has been accepted by us. You are, therefore, requested to submit Security Deposit for performance of the contract for Rs.....(Rupees.....only) to us on or before....., by way of DD/Pay Order/RTGS/NEFT.

Any other documents necessary as per the local conditions.

3. In the event of your failure to submit the above document(s) as specified at para 2 above within the prescribed time, the acceptance of your tender shall be withdrawn and action shall be taken as stipulated in Earnest Money Declaration (EMD) submitted by you.

4. On your compliance of the above within the time and prescribed herein, we shall issue you a Work Order enabling you to commence Conversion work envisaged under the contract awarded to you. Issue of Conversion Work is solely at the discretion of NSC.

Till the date of signing the agreement, this LOI along with Tender, NIT, ITT, Terms and conditions, all other Annexures and the letters under reference shall be considered as contract.

Please acknowledge receipt.

Thanking you,

Yours faithfully,

For National Seeds Corporation Limited
Farm Head

EARNEST MONEY DECLARATION
(In lieu of EMD)

(On the company letter head)

Tender No :XXXX

dated xxxxxxxxxxxx

I / We have understood that, according to the conditions of Tender document, bids must be supported by an EMD; however, a provision exists to submit a Earnest Money Declaration (EMD) in lieu of EMD. Accordingly, we are submitting this "Earnest Money Declaration "as follows:

I/ We accept that , I /We will automatically be debarred from participation in all future tenders of NSC for a period of three (3) years and also already submitted bids (if any) shall not be considered for further evaluation, in case of any of the following:

a) If I /we withdraw / modify our bid after tender opening and during the period of bid validity stipulated in the tender document or any extension thereof.

OR

b) Having been notified of the acceptance of our bid by NSC, during the period of bid validity, if I /We

i. Fail or refuse to execute the Contract.

ii. Fail of refuse to furnish the Security Deposit , as stipulated in the Tender Document Work Order/Letter of Acceptance/Purchase Order.

I/We understand that this Earnest Money Declaration "will operate in the same way as per the provisions of EMD in the tender

[Signature]

In the capacity of: [Legal capacity of person signing the Earnest Money Declaration]

The tenderer shall submit a documentary proof (viz. certified / true copy of Board Resolutions/ Power of Attorney etc.,) with respect to Legal capacity of person signing the EMD.

Name :

[Complete name of person signing the Earnest Money Declaration]

Duly authorized to sign the bid for and on behalf of: [complete name of Tenderer and Address]

Date: [Date of signing]

Corporate Seal: (wherever applicable)

Witness:

COVERING LETTER FOR SUBMISSION OF TENDER

Ref.No. _____

Dated:.....

To,

The Farm Head,

Central state farm sardargarh.....

National Seeds Corporation,

Sub: Tender for entering into contract as Napier Grass production of National Seeds Corporation Limited (NSC) at Central State Farm Sardargarh.....

Dear Sir,

1. Subject to the instructions and conditions given in the tender document, terms and conditions of contract and draft agreement annexed thereto, I/We hereby tender for the contract for working as Napier Grass for NSC. I/We hereby certify that I/We have examined and am/are familiar with all the provisions of this tender document and agree to abide by all the terms and conditions laid therein.

2. The following certificates/documents are enclosed:-

Self declaration stating that I/We have the resources to undertake the Napier grass production in the tender.

Self-Declaration as to whether I/We have any relative within the meaning of Section 6 read with Schedule 1A of the Companies Act 1956, employed in any capacity in NSC. This tender document with all pages intact and duly signed by the authorized person.

3. A sum of (Rupeesonly) is forwarded herewith as Earnest Money in favor of **National Seeds Corporation** Limited payable at.....by RTGS/NEFT/Or any other electronic mode.

4. I/We agree to keep this tender open for a period of 90 days from the date fixed for opening and the same cannot be withdrawn from the said period of 90 days.

5. I/We do hereby declare that the entries made in the tender documents and the annexures/appendices attached there are true.

Yours faithfully,

Signature of authorized representative of Tenderer
(Name of the authorized signatory):

Tenderer's address:

Telephone No

E-mail address

Signature of Witnesses

Address of Witnesses

1. _____