

1NATIONAL SEEDS COPRORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE:Sheikhpura, Rajabazar Patna-14

Email id: rm.patna@indiaseeds.com

Notice Inviting Expression of Interest (EOI) for empanelment of nurseries for supply of Saplings

NIT No. 1/ 2023-24Dated:

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SECTION - 1

NOTICE INVITING EXPRESSION OF INTEREST

Expression of interest in online mode is hereby invited by the NATIONAL SEEDS CORPORATION LIMITED, Regional Office, Patna from reputed, experienced and bonafide nurseries, having sufficient credentials and financial capability, for empanelment of nurseries for supplying different type of saplings of Horticultural and Agro forestry crops.

ITEM TO BE SUPPLIED	Horticultural (Saplings of ornamental, fruits, spices, medicinal crops etc.,) and agro forestry saplings
PLACE OF DELIVERY	On Ex-nursery basis and anywhere in .Bihar and Jharkhand State
TENDER FEE	₹ 5000/- (Rupees Five thousand only)
EARNEST MONEY	₹ 1,00,000/-(Rupees One lakh only)
PERIOD OF CONTRACT	One year from the date of empanelment

Regional Manager

SECTION - 2

SCOPE OF WORK

2.1 The National Seeds Corporation Limited, Regional Office Patna hereinafter referred to as the NSC, seeks bids for empanelment of nurseries for supply of Horticultural and Agro Forestry Saplings, from reputed, experienced and bonafide nurseries preferably having NHB accredited certificate or Licence / Certificate issued by State or Central Government for production of grafts and layers of fruit plants, Agro forestry plants and ornamental plants.

2.2 The empanelled nurseries shall supply the planting materials of specified quality and in specified quantities at different locations in **Bihar and Jharkhand state**

2.3 Empanelled nurseries should supply saplings as per order within stipulated time without fail.

SECTION - 3

DATE AND TIME SCHEDULE FOR EOI

S.No.	PARTICULARS	DATE & TIME
1	Date of uploading (Publishing) of EOI and other Documents(Online)	11.07.2024
2	Documents download start date (Online)	11-.07.2024
3	Proposal submission start date (Online)	11.07.2024
4	Documents download end date(Online)	02.08.2024 (13.00 hrs)
5	Proposal submission end date(Online)	02.08.2024 (15.00 hrs)
6	Last date of Earnest Money Deposit(Online)	02.08.2024 (13.00 hrs)
7	Date & Time of opening of Technical bids & Financial bids (Online)	02.08.2024 (16.00 hrs)
	Contact person	Sh.Abhinav Pandey, I/c Marketing, Mobile NO- 9262695980

SECTION - 4

ELIGIBILITY CRITERIA

4.1 TECHNICAL CRITERIA

- i. Supplier 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. Supplier having valid NHB Accreditation Certificate or 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 shall be preferred.
- iii. The prospective Supplier should have satisfactorily completed the supply of at least 10,000 (ten thousand) numbers of Horticultural plants or agro forestry plants of any variety, cumulatively, to State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or local bodies of any State or Central Government within the last two completed financial years from the date of issue of the EOI.

4.2 FINANCIAL CRITERIA

- i. Annual Turnover: The Supplier must have a minimum annual turnover of 10,00,000/- (Rupees Ten Lakhs only) in the last two completed financial years.
- ii. Financial Solvency: The Supplier should submit the latest bank solvency certificate with bank seal issued by any Nationalised / Schedule bank after the date of issue of this EOI.
- iii. Financial Credential: The Bidder must have supplied Horticultural plants, of any variety, of an amount not less than ₹5,00,000/- (Rupees Five Lakhsonly) to any State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or local bodies of any State or Central Government within the last two completed financial years.

4.3 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. Copy of NHB Accreditation Certificate or certificate/ Licence (if available) issued by any State or Central Government for running a nursery and 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 item/s 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 three Assessment Years.
- vii. Trade License / Certificate of Enlistment, if available, valid as on the last date of submission of bids.
- viii. GST Registration details
- ix. Audited Profit & Loss Statements and Balance Sheets for the last three preceding financial years.
- x. Earnest Money Deposit (MSME certificate holders/ NSIC registered parties are exempted from payment of EMD).

Non-submission and / or submission not in proper format / manner of the above documents shall lead to disqualification.

SECTION - 5

DOCUMENTS

5.1 FOR TECHNICAL PROPOSAL:

Signed and scanned copies of the following to uploaded with bids

- a) Notice inviting EOI
- b) Corrigendum, if published
- c) Application for empanelment of nursery
- d) Technical Specifications as per Annexure- I
- e) Undertaking of the Supplier as per Annexure - II
- f) Document (Certificate of Registration or Agreement) in support of the nature of firm.
- g) NHB Accreditation Certificate or certificate/ Licence (if available) issued by any State or Central Government for establishment of nursery, valid as on the last date of submission of bids.
- h) The Payment Certificate or Work Completion Certificate (refer Clause 4.3 (iii)).
- i) Detailed communication addresses of the Officer / Office who / which had issued the above Certificate (refer Clause 4.3 (IV)).
- j) PAN Card.
- k) Income Tax Returns for the last three Assessment Years.
- l) Trade License/ Certificate of Enlistment (if available), valid as on the last date of submission of bids.
- m) GST Registration details
- n) Audited Profit& Loss Statements and Balance Sheets for the last three preceding financial years.

5.2 FOR FINANCIAL PROPOSAL:

PRICE LIST: Quoting rates for each saplings of different horticultural (saplings of ornamental, fruits, spices, medicinal, etc.) and Agro Forestry Saplings for F.O.R (Freight on Road) supply atand also ex-nurseryrate as per Annexure-I.

SECTION - 6

DISQUALIFICATIONS

6.1 GROUND FOR DISQUALIFICATION:

- i. If it comes to the light, at any stage during the EOI Process, or even after the issuance of supply order, that the Supplier has wilfully made any misleading or false representation in the forms, statements and attachments submitted as the proof of the qualification requirements.
- ii. The Supplier 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 EOI, or, the Supplier 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 Suppliers, in the form of any consortium or syndicate, is hereby expressly prohibited from submitting any application through this EOI. Formation of cartel or indulging into monopolistic practices shall be sufficient ground for disqualification and for blacklisting for future.
- iv. Incomplete or conditional proposal, in either or both Technical and Financial proposals, in the EOI.
- v. Failure to pay either or both the EOI Fees and Earnest Money Deposit (EMD).
- vi. Submission of complete proposal beyond the last date of submission.

SECTION - 7

INSTRUCTIONS TO THE SUPPLIER

1. Suppliers/Bidders/Vendors/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. Suppliers 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. Supplier must have a valid email id and mobile number.
4. Suppliers are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once Supplier's DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However supplier can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Suppliers now can login with the activated user Id & DSC for online EOI Proposal submission process in this portal.
7. Suppliers can upload required documents for the EOI well in advance under 'My Documents' and these documents can be attached to the EOI during participation as per the EOI requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Suppliers must go through the downloaded EOI documents and prepare and upload bid documents as per the requirements of the department.
9. Once the suppliers have selected the EOI/tenders they are interested in, Suppliers will pay the processing fee Rs 550/- per EOI/tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Suppliers may download the EOI documents etc., Once suppliers will pay both fee EOI/tenders status will be shown "form received". This would enable the e- tender Portal to intimate the Supplier through e-mail in case there is any corrigendum issued to the EOI/tender document.
10. Suppliers 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. Suppliers 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. Suppliers must pay required payments (EOI/Tender fee, EMD, EOI/Tender Processing Fee etc.,) as mentioned in the EOI/tender document, before submitting the bid.
13. Suppliers are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format and PDF.
14. The Suppliers must ensure to get themselves registered on the portal at least ONE Week before

the EOI/tender submission date and get trained on the online EOI/tender submission process. For EOI/tender submission and registration process suppliers are advised to refer respective manuals on website. EOI/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 supplier due to local issues like internet connectivity/PC speed/etc.,

15. Offline Submission of bids/documents/rates by the Suppliers 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. Supplier can keep print of the bid submission acknowledgement.
17. If Supplier is resubmitting the bid, supplier 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 EOI/tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the EOI/tendering activities. Suppliers must consider the server time for submission of bids.
20. Bid documents being entered by the Suppliers/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, <u>EPROCHELPDESK.06@GMAIL.COM</u> , EPROCHELPDESK.44@GMAIL.COM

SECTION - 8

EVALUATION OF PROPOSAL AND ACCEPTANCE

8.1 PROCEDURE

- i. Technical proposals will be opened by the Committee of officers of NSC Patna electronically using Digital Signature Certificate.
- ii. The suppliers may remain present at the office of NSC Regional Office Patna during opening of Technical proposals, if they so desire.
- iii. Cover I for Documents will be opened first and if found in order, Cover II for Documents will be opened. If there is any deficiency in the Documents, the EOI will be summarily rejected.
- iv. Proposals corresponding to which the EOI Fees & EMD have not been received will be summarily rejected.
- v. Technical Proposals and complete in all respect will only be accepted and qualify for next stage of evaluation.
- vi. Financial proposals of only those Suppliers declared technically eligible by the EOI Committee will be opened electronically on the NSC e-procurement portal on the prescribed date.
- vii. The encrypted copies will be decrypted and the rates will be downloaded and read out to the suppliers remaining present at that time and to be handed over to the EOI Committee.
- ix. Pursuant to scrutiny and decision of the EOI Committee (TC), the summary list of eligible Suppliers whose Financial Proposals will be considered and informed to all through mail.
- x. During evaluation, the Committee may contact any of the Suppliers through Portal /mail and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these are not be produced within the stipulated time frame, their proposals will be liable for rejection.
- xi. The proposal will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the EOI document.
- xii. Bid Price of all the Suppliers shall be compared to determine for empanelment.
- xiii. If rates quoted by any Supplier/s are abnormally low and seem to be unrealistic to the EOI Committee will not be considered for empanelment
- xiv. The EOI Accepting Authority does not bind itself to accept any or all proposals and reserves the

right to reject any or all the proposals, without assigning any reason whatsoever.

xv. The Bid will be valid for 12 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.

8.2 ISSUE OF SUPPLY ORDER

- i. The Supply order will be issued on need basis to anyone or more nurseries under empanelment and whose rate is reasonable will be awarded the supply order.
- ii. In case of any increase in requirement, the same shall be supplied by the empanelled nurseries.

8.3 MISCELLANEOUS

- i. It is clarified that, normally no rate negotiation will be done and therefore the Suppliers should quote their lowest prices only. However, the NSC may negotiate the rates in exigencies, if required to do so.
- ii. Decision of the EOI Accepting Authority will be final and binding upon every supplier.
- iii. The EOI Accepting Authority unequivocally reserves the right to reject any or all bids, and to cancel the EOI 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 –9

COMMENCEMENT OF SUPPLY WORK

9.1 AGREEMENT

- i. The selected Supplier forepanelment 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 EOI 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 Supplier shall execute an Agreement in the prescribed format (Section-13) with the NSC Regional Office Patna

9.2 Security Deposit

The Supplier has to submit 10% of the order value as security deposit within 5 days of placement of supply order which shall be refundable (without any interest) at the time of final payment. Security deposit may be submitted in form of demand draft/RTSG/NEFT/Bank guarantee in favour of NSC, Regional Office Patna

9.3 SUPPLY

- i. The supply order shall be issued by NSC to the nurseries under empanelment whose rate is found reasonable.
- ii. Supply of the indented quantity of material to the designated places shall be completed within 20 calendar days of the issue of supply order.

SECTION - 10

DELIVERABLES AND RESPONSIBILITIES

10.1 DELIVERY AND QUALITY OBLIGATIONS

- i. The responsibility of the successful **supplier** 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 supplier.
- iii. The planting materials 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 saplings should be as per specification of Annexure-I.
- v. The soil of the poly bags to be supplied shall be intact.
- vi. The supplied planting materials which do not conform to the specifications (As mentioned in supply order) shall be rejected outright and the supplier shall have no right to claim payment for the same and should be replaced within seven calendar days from the date of intimation of such rejections.
- vii. Height of the said plants shall be measured from the top of the poly bag to the tip of the seedling/ plant.
- 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 planting materials will be checked by the recipient at the time of delivery and the supplier 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 field verification report within 30 days from the date of delivery to NSC. In case of any mortality of the planted material, the actual cause of mortality

will be ascertained through field verification and the proportionate cost of the said quantity will be deducted from the supplier's bill. No extra claim will be entertained for such replacement.

- xiii. Any deviation from the prescribed specifications will not be accepted by the authority under any circumstances.
- xiv. Prior to putting the Certificate / Acknowledgment on the Challans, the recipient shall satisfy himself about the quality and quantity.

10.2 DELAY IN SUPPLY

- i. It is emphasized by the NSC and understood by the supplier that the period of delivery, stipulated in the supply order is the essence of the work.
- ii. It is admitted by the supplier that any delay in delivery may obviate the necessity of supply and thereby affect the implementation of NSC supply plan.

10.3 PENALTY

- i. If the supplier fails to deliver any or all of the planting materials 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.
- ii. In case, the delay is beyond two weeks, the NSC will issue a written notice terminate the supplier to proceed with any or all of the necessary part of supply.
- iii. Such failure on the part of the supplier 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 EOI/tender process of the Corporation for the next three consecutive years.

10.4 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.

10.5 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.

10.6 INDEMNITY:

The Party 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 shall not be covered under this clause.

10.7 ARBITRATION:

In case any dispute arises between NSC and the other party due to any term or matter, both 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.

10.8. JURISDICTION OF COURT:

In the event of any further dispute after conciliation/ arbitration relating to or arising out of this agreement between the parties, the same shall be settled by the Competent Court at Delhi/ New Delhi.

10.9. 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.

10.10. EFFECTIVE DATE & VALIDITY

This agreement shall come into force as soon as it is signed for all purposes and intents for a period of 1 year.

10.11. RENEWAL CLAUSE

The term of this Agreement shall be for 1 year from the date of entering into the agreement. The same shall be automatically renewed for successive, additional 1 year terms or as mutually decided by the parties unless either party delivers written notice to the other at least 30 days prior to the end of any term of an intention to terminate this Agreement or to renew it.

10.12. TERMINATION CLAUSE:

Each Party shall have the right to terminate the agreement by giving **one month** written notice in writing to the other Party at any time. If the agreement is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

Either party shall have the right to terminate this agreement on account of Force Majeure, as set forth in Clause 10.15 of this Agreement.

10.13. 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.

10.14. 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.

10.15.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 fulfill 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 - 11

PAYMENT SCHEDULE

- 11.1 Invoice / Bills, along with original receipted copy of challan, have to be presented to the NSC, Regional Office Patna within 10 (ten) working days of completion of supply, upon which 50% (fifty percent) price of the quantity supplied shall be released to the supplier through Direct Benefit Transfer, to the supplier's acknowledged Bank Account.
- 11.2 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.
- 11.3 The remaining 50 %of the Bill (discounting penalties, if any, arising due to the mortality) along with security deposit shall be released within 07 days of receipt of satisfactory Field Verification Reports by the NSC Regional Office Patna

SECTION - 12

ANNEXURES

a) Annexure I

Technical specifications of grafts / layers / seedlings and Rates.

Desired Technical Specifications and Rate (Rs/unit):

S. N	Name of crop	Variety	Name of root stock if used	Height of plants	Mode of propagation: cutting/ budding/ grafting/ seedling etc.	Size of polythene bag	Age of plant	Ex-Rate (Rs/unit)	F.O.R..... Rate (Rs/unit)	
									<u>FOR Bihar</u>	<u>FOR Jharkhand</u>

b) Annexure-II(to be submitted along with technical proposal)

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 planting materials 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 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 - 13

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,.....State, representing its Corporate office at 'BeejBhawan', 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 NSC herein invited EOI vide No..... dated..... From reputed, experienced and **bonafide nurseries for empanelment of nurseries for supply of the Horticultural and Agro Forestry Saplings**, as per Specifications given in Annexure – I of the EOI, to anywhere in

AND WHEREAS in pursuance of such EOI, the party of the SECOND PART submitted Proposal, the Technical as well as the Financial Proposals, which were opened on the stipulated dates in presence of the intending participant parties.

AND WHEREAS after consideration of the proposals submitted by the parties, the NSC, Regional Office, accepted the proposal submitted by the Party of the SECOND PART, and issued Empanelment list of nurseries 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. The SECOND PART agree to supply the saplings as per supply order issue by the NSC.

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 planting materials, as per Specifications given in Annexure – I, to the designated places as per the supply order within 20 calendar days from the date of issue of the supply order and delivery challan.
- ii. Security Deposit:
The party of the SECOND PART has to submit 10% of the order value as security deposit within 5 days of placement of work order which shall be refundable (without any interest) at the time of final payment. Security deposit may be submitted in form of demand draft/RTSG/NEFT/Bank guarantee in favour of NSC, Regional Office.....
- iii. 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 them.
- iv. BOTH THE PARTIES do hereby agree that the supplied planting materials 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.
- v. The quality and quantity of the planting materials 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.
- vi. BOTH THE PARTIES also accept that the recipient authority will send the verification report within 30 days from the date of delivery to NSC at designated places as per the supply order. In case of any mortality of the planted materials, the actual cause of mortality will be ascertained through verification and the proportionate cost of the said quantity will be deducted from the Bill. No extra claim will be entertained for such replacement.
- vii. It is emphasized by the NSC and understood by the party of the SECOND PART that the period of delivery, stipulated in the supply order is the essence of the work.

- viii. a. If the party of the SECOND PART fails to deliver any or all of the planting materials 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 Security Deposit and also debar them to take part in the tender process of the Corporation for the next three consecutive years.
- ix. In case any dispute arises between NSC and the party of the SECOND PART due to any term or matter, both 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.
- x. Payment will be claimed by the party of the SECOND PART on submission of the Bill in duplicate with receipted Challans duly certified by the recipient authority and have to be submitted to the NSC within TEN working days of completion of supply, upon which 50% (fifty percent) price of the quantity supplied shall be released to the party of the SECOND PART through Direct Benefit Transfer.

- The remaining 50% of the Bill along with security deposit shall be released upon receipt of Verification Reports from the recipient, discounting penalties, if any, arising due to the mortality of the planted saplings.
- All Statutory deductions will be deducted from the party of the SECOND PART's Bill.
- No mobilization advance will be allowed.

The complete EOI document and terms and conditions stated in it are part of this agreement and the party of the second part agrees to abide by it.

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(Party of the FIRST PART)

2. _____

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

AGREEMENT SIGNED IN THE PRESENCE OF:

WITNESS:-1.....

2.....

1. _____