

NATIONALSEEDS COPRORATIONLIMITED

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

Notice Inviting e-Tender for Supply of different QPM, Horticulture / Forestry Sapling and Ginger TL Seed.

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

Dated: 22.02.2024

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SECTION-1

NOTICE INVITING E-TENDER

E-Tenders are hereby invited by the NATIONAL SEEDS CORPORATION LIMITED, Regional Office, Kolkata in a TWO BIDS SYSTEM from reputed, experienced and bonafide nurseries, having sufficient credential and financial capability, for supplying different QPM, Horticulture / Forestry Sapling and Ginger TL Seed in different Districts / Blocks in the State of Odisha on FOR Basis and Payment After Payment.

ITEMS TO BE SUPPLIED:	QPM, Horticulture / Forestry Sapling and Ginger TL Seed
CHARACTERISTICS & SPECIFICATIONS:	As given in Annexure(I)
QUANTITY:	1,07,58,515 nos. & 59,255.25 qtls.
PLACE OF DELIVERY:	Different Districts & Blocks lable in the State of Odisha
TENDER FEE:	₹ 1,180/-
EARNEST MONEY:	₹ 2,00,000/-
PERIOD OF WORK COMPLETION:	As per dates mentioned in work order

SECTION -2

INSTRUCTIONS TO THE BIDDER'S

1. Bidders / Vendors / Suppliers / Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2,360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN Card Number; Registration details etc. as applicable and submits 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 e-mail id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for on line 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 the 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 of Rs. 550/- per tender (NOTREFUNDABLE) 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 pre defined fields in the bid sheet and save the Bid-Sheet. After saving, the same bid sheet must be up loaded in the portal.

12. Bidders must pay the required payments (Tender Fee, EMD, Tender Processing Fee etc.,) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least ONE Week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority / Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity / PC speed / etc.
15. Offline Submission of bids / documents / rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT5:30) 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.

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

SECTION -3

SCOPE OF WORK

The National Seeds Corporation Limited Regional Office Kolkata, here in after referred to as the NSC, seeks bids for supply of the QPM, Horticulture / Forestry Sapling and Ginger TL Seed as specified in Financial Bid, from reputed, experienced and bonafide nurseries having NHB accreditation certificate or Licence / Certificate issued by State / Central Government for production of QPM, Horticulture / Forestry Sapling and Ginger TL Seed.

The successful Bidder shall supply the different QPM, Horticulture / Forestry Sapling and Ginger TL Seed of specified quality and in specified quantities at different Districts / Blocks in the State of Odisha.

Bidders should supply the requisitioned variety of the Different QPM, Horticulture / Forestry Sapling and Ginger TL Seed strictly as per the specifications given in Annexure-I within the stipulated time without fail.

SECTION-4

DATE AND TIME SCHEDULE FOR e-TENDERING

Sl. No.	PARTICULARS	DATE & TIME
1.	Date of uploading (Publishing) of N.I.T. and other Documents (Online)	22.02.2024 at 17:00 hrs.
2.	Documents download start date (Online)	22.02.2024 at 17:00 hrs.
3.	Bid proposal submission start date (Online)	22.02.2024 at 17:00 hrs.
4.	Documents download end date (Online)	03.03.2024 at 11:00 hrs.
5.	Bid proposal Submission end date (Online)	03.03.2024 at 11:00 hrs.
6.	Last date of Earnest Money Deposit (Online)	03.03.2024 at 11:00 hrs.
7.	Date & Time of opening of Technical bids (Online)	03.03.2024 at 11:30 hrs. (In the event of this date being declared as Govt. holiday / Holiday for NSC Regional Office Kolkata, the Technical Bid shall be opened on the next working date at the schedule time)
8.	Date & Time of opening of Financial Bids	After evaluations of Technical Bids.

SECTION -5

ELIGIBILITY CRITERIA

TECHNICAL CRITERIA

- i. Bidders should be a Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law.
- ii. Bidders should have Valid NHB Accreditation Certificate or should have a certificate / Licence issued by any State or Central Government for running a nursery (in the name of the Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society / Society) of one or more varieties of Different QPM, Horticulture / Forestry Sapling and Ginger TL Seed including the requisitioned variety.
- iii. The prospective Bidder should have satisfactorily completed the supply of Horticultural plants of any variety, cumulatively, to State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals of any State or Central Government within the last two completed financial years from the date of issue of the NIT.

FINANCIAL CRITERIA

- i. **Annual Turnover:** The bidder must have a minimum annual turnover of ₹ 5,00,000/- (Rupees Five Lakh only) in the last two completed financial years.
- ii. **Financial Credential:** The Bidder must have supplied Different QPM, Horticulture / Forestry Sapling and Ginger TL Seed, of an amount not less than ₹ 5,000,00/- (Rupees Five Lakh only) to any State / Central Government Organizations or State / Central Govt. Undertakings or Statutory Bodies or Local Bodies or Parastatals within the last two completed financial years.

MANDATORY DOCUMENTS REQUIREMENT

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

- i. Document (Certificate of Registration or Agreement) in support of the nature of firm like Proprietorship Firm / Partnership Firm / Private Limited Company / Public Limited Company / Limited Liability Partnership / Cooperative Society or a Society Registered in under appropriate provisions of applicable law.
 - ii. NHB Accreditation Certificate or certificate / License issued by any state or Central Government / Director of Horticulture for running a nursery should be valid as on the last date of submission of bids.
 - iii. The Payment Certificate or Work Completion Certificate, as the case may be, issued under the signature of the Competent Authority as mentioned in Eligibility criteria. The said Certificate should contain particulars of the items supplied, period of supply, quantity and the total value of supply.
 - iv. Detailed communication address along with the contact number of the Officer / Office who / which had issued the above certificate should be clearly typed and submitted by the Bidder. Mere supply order will NOT be considered as credential.
 - v. PAN Card.
 - vi. Aadhaar Card.
 - vii. GST Registration details
 - viii. Income Tax Returns for the last two Assessment Years.
 - ix. Audited Profit & Loss Statements and Balance Sheets for the last two preceding financial years.
 - x. Tender Fee.
 - xi. Earnest Money Deposit.
 - xii. Valid Seed & Nursery Licence.
 - xiii. Positive Net worth Statement as on 31.03.2023, certified by a licensed Chartered Accountant.
- Non-submission and / or submission not in proper format / manner of the above documents shall lead disqualification.

SECTION -6

DISQUALIFICATIONS

GROUND FOR DISQUALIFICATION:

- i. If it comes to the light, at any stage during the bidding process, or even after the issuance of supply order, that the Bidder has willfully made any misleading or false representation in the forms, statements and attachments submitted as the proof of the qualification requirements.
- ii. The Bidder has been debarred / delisted / blacklisted by any State / Central Government Organization or State / Central Government Undertaking or Statutory Body or Local Body or Parastatal at any time during the last two (02) consecutive years up to the last date of submission of Tender, or, the Bidder has either abandoned / not-fulfilled a supply order or any supply order issued has been rescinded during the last 02 (Two) financial years.
- iii. A combination / cartel of Bidders, in the form of any consortium or syndicate, are hereby expressly prohibited from submitting any bids. Formation of cartel or indulging into monopolistic practices shall be sufficient ground for disqualification and for blacklisting for future.
- iv. Incomplete or conditional bids, in either or both Technical and Financial proposals, in the e-tender portal.
- v. Failure to pay either or both the Tender Fees and Earnest Money Deposit (EMD).
- vi. Submission of bid beyond the last date of submission.

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

SECTION -7

EVALUATION OF BIDS AND ACCEPTANCE

PROCEDURE

- i. Technical proposals will be opened first by the Committee of officers of NSC Kolkata electronically using Digital Signature Certificate.
- ii. The Bidders may remain present at the office of NSC Regional Office, Kolkata during opening of Technical proposals, if they so desire.
- iii. Proposals corresponding to which the Tender Fees & EMD have not been received will be summarily rejected.
- iv. Technical Proposals complete in all respect will only be accepted and qualify for next stage of evaluation.
- v. Financial proposals of only those Bidders declared technically eligible by the Tender Committee will be opened electronically on the NSC e-procurement portal on the prescribed date.
- vi. The encrypted copies will be decrypted and the rates will be downloaded and read out to the bidders remaining present at that time and to be handed over to the Tender Committee.
- vii. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under the bid document.
- viii. Bid Price of all the bidders shall be compared to determine the lowest valued bid (L1) offered by the Bidder.
- ix. The bids shall be evaluated per unit rate of the different seedling, rooted cutting spices and Onion Certified seeds offered by the responsive bidders.
- x. The security deposit amount will be Rs 5 Lakh and should be deposit at the time of execution of the Agreement and EMD amount will be adjusted with the security money.
- xi. Lowest quoted rate shall normally be accepted. However, the Tender Accepting Authority reserves the right to accepting a bid other than the lowest on a specific ground to be recorded

in writing.

- xii. The Tender Accepting Authority does not bind itself to accept any or all bids and reserves the right to reject any or all the bids, without assigning any reason whatsoever.
- xiii. The Bid will be valid for 08 (Eight) months from the last date of submission of bid and the validity may be extended beyond the stipulated period on mutual agreement between both the parties.

SPLITTING OF OFFER.

- i. Tender Accepting Authority also reserves the right to split the work of supply of different QPM, Horticulture / Forestry Sapling and Ginger TL Seed amongst more than one bidder, if situation so demands.
- ii. The total requirement of different QPM, Horticulture / Forestry Sapling and Ginger TL Seed may increase or decrease by 50% as per changing scenario.
- iii. In case of any increase in requirement, the same shall be supplied by the L1 bidder.
- iv. In case the additional requirement is not in a position to supply by the L1 bidder, the same shall be offered to L2 bidder at the L1 rate. The L2 bidder shall supply the required quantity. This provision will be followed till the requirement of different QPM, Horticulture / Forestry Sapling and Ginger TL Seed is met, with L3, L4 and soon.
- v. In case of exigency, where even the originally required amount of supply cannot be met by L1, the same procedure as (IV) above shall be followed.

MISCELLANEOUS

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

SECTION–8

COMMENCEMENT OF WORK

AGREEMENT

- i. The selected Bidder for a package will be issued a “Letter of Intent” and shall have to submit a “Letter of Acceptance” within 03 (Three) calendar days.
- ii. Signature by the same authorized representative who submitted the bid documents with the stamp and seal of the firm on the copy of the “Letter of Intent” shall be sufficient as “Letter of Acceptance”.
- iii. Within 03 (Three) calendar days of receipt of the Letter of Acceptance, the successful Bidder shall execute an Agreement in the prescribed format (Annexure-VI) with the NSC Regional Office, Kolkata within next 05 (Five) days along with deposition of Security Deposit.

SUPPLY

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

SECTION-9

DELIVERABLES AND RESPONSIBILITIES

DELIVERY AND QUALITY OBLIGATIONS

- i. The responsibility of the successful Bidder includes transportation, loading, sorting, unloading and delivery to the party at delivery points as mentioned in the supply order with the help of the required number of skilled persons without damaging the QPM, Horticulture / Forestry Sapling and Ginger TL Seed.
- ii. Transit losses will have to be borne by the Bidder.
- iii. The different QPM, Horticulture / Forestry Sapling and Ginger TL Seed to be supplied shall be robust, healthy and free from pests and diseases and shall have good foliage, without any damage.
- iv. The soil of the poly bags to be supplied shall be intact.
- v. The supplied QPM, Horticulture / Forestry Sapling and Ginger TL Seed which do not conform to the specifications shall be rejected out-right and the Bidder shall have to take back such consignment at his own cost. Further in such cases Bidder will have no right to claim payment.
- vi. The specification of QPM, Horticulture / Forestry Sapling and Ginger TL Seed will be as per standard of each crop variety.
- vii. The QPM, Horticulture / Forestry Sapling and Ginger TL Seed materials to be supplied shall not be exposed.
- viii. The said materials / plants to be supplied shall not show any withering / wilting symptoms at any time of delivery.
- ix. The quality and quantity of the QPM, Horticulture / Forestry Sapling and Ginger TL Seed will be checked by the recipient at the time of delivery and the Bidder shall allow sufficient time to the recipient authority for checking and examination of the same.
- x. The substandard materials (if any), lacking the above qualities, will be rejected out-right and the supplier will be liable to replace the said quantity within 07 (Seven) calendar days from the date of intimation of such rejection; NSC will not pay any amount of rejection quantity / plant and rejection quantity / plants to lift back by the bidder at their won cost.
- xi. The recipient authority will send the plants verification report at the time of delivery at destination. In case of any mortality of the saplings during transit, the proportionate cost of the said quantity will be deducted from the supplier's bill.

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

DELAY IN SUPPLY

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

PENALTY

- i. If the Bidder fails to deliver any or all of the QPM, Horticulture / Forestry Sapling and Ginger TL Seed within the time specified in the supply order due to his fault or inefficiency, a sum equivalent to 2.5% of the price of the delayed materials will be deducted for each day of delay or fraction thereof until actual delivery.
- ii. In case, the delay is beyond two weeks, the NSC will issue a written notice terminate the Bidder to proceed with any or all of the necessary part of supply.
- iii. Such failure on the part of the Bidder leading to delay beyond two weeks will result in forfeiture of Earnest Money and Security Deposit and also debar him to take part in the tender process of the Corporation for the next three (03) consecutive years.

DISPUTES & ARBITRATION

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

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

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

In the event of any dispute or difference relating to the interpretation and application of the provisions

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

FORCE MAJEURE

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

- i. War, Hostilities or war like 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, the nit shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- vii. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract

and to full fill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

- viii. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:
- Constitute a default or breach of the contract.
 - Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

SECTION-10

PAYMENT SCHEDULE

1. Invoice / Bills, along with original receipted copy of Challan and the verification report, have to be presented to the concerned Area Office. The payment shall be released to the supplier to the extent of proportionate amount received to NSC from the actual buyer **(i.e payment after payment)** from Government Department / Dealers supplies and bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the terms and conditions after NSC receives its payment from the government agency / dealer to which the material was supplied (payment after payment basis) after deducting penalties, if any, arising due to the mortality of the said plants / materials during transit.
2. The details of the Bank Account (Account No. and IFSC Code, Bank Name and Branch) and name of the Account Holder shall be submitted along with the Bill. If these details are given on a separate page, then that page must also be signed by the same person who is signing the Invoice / Bills along with stamp / seal.
3. The EMD and Security deposit shall be released 90 days after NSC receives its payment from the Government Agency / Dealer to which the material was supplied **(payment after payment basis)**.

SECTION -11

DOCUMENTS

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

- a) Notice Inviting e-Tender (NIT)
- b) Technical Specifications in Annexure-I
- c) Corrigendum, if published
- d) Undertaking of the Bidder as per **Annexure-II**
- e) Document (Certificate of Registration or Agreement) in support of the nature of firm
- f) NHB Accreditation Certificate or certificate / Licence issued by any State or Central Government / Director of Horticulture for running a nursery, valid as on the last date of submission of bids.

- g) The Payment Certificate or Work Completion Certificate (Section-V).
- h) Detailed communication addresses of the Officer / Office who / which had issued the Payment Certificate or Work Completion Certificate (Section V).
- i) Income Tax Returns for the last two (02) Assessment Years.
- j) Trade License / Certificate of Enlistment, valid as on the last date of submission of bids.
- k) Audited Profit & Loss Statements and Balance Sheets for the last two (02) preceding financial years.
- l) Positive Net worth Statement as on 31.03.2023, certified by a Licensed Chartered Accountant.
- m) Copy of PAN Card and GST Registration Certificate.

SECTION -12

TECHNICAL BID:

Note:- Minimum quantity to be offered by the tenderer @10% of the required quantity / numbers.

S N	Particulars (In Numbers / Qtls.)	Variety Required	Quantity Required (In Numbers / Qtls.)	Quantity Produced (in numbers / Qtls.)	Quantity Offered (In Numbers / Qtls.)	Location of the Stock./ TC Lab / Produce / Time Of Supply	Minimum quantity @10% of the required quantity / (in numbers / Qtls.) (Mentioned in column no. 2)
1	2	3	4	5	6	7	8
1	PINEAPPLE SUCKER 27,00,000 Nos.	Queen	15,00,000				1,50,000
		Kew	6,00,000				60,000
		Red Spanish	6,00,000				60,000
2	TC POMEGRANATE 1,36,000 Nos.	Bhagwa	80,000				8,000
		Supper Bhagwa	56,000				5,600
3	TC BANANA 36,60,000 Nos.	Bantal	10,60,000				1,06,000
		Grand Naine	21,00,000				2,10,000
		Champa	5,00,000				50,000
4	APPLE BUDDED GRAFTED PLANTLET 10,000 Nos.	HRMN 99	10,000				1,000
		Anna					
		Any other low chilling variety suitable for Agro climatic condition of Odisha					
5	APPLE BER BUDDED/ GRAFTED PLANTLET 60,000 Nos.	Exotic ber variety-apple ber (Green)	60,000				6,000
		Red type					
		Thai ber					
		Kashmiri red apple ber					
		Any other variety suitable for Agro climatic condition of Odisha					
6	CUSTARD APPLE GRAFTS 28,000 Nos.	Arka Nilachal Bikram	28,000			2,800	
		PKM-I					
		Arka Sahan with Balanagar as pollinator Any other variety					
		suitable for Agro climatic Condition of Odisha					
7	AVOCADO PLANTING MATERIALS 6,195 Nos.	Arka Supreme	6,195			619.50	
		Any other variety suitable for Agro climatic Condition of Odisha					
8	PASSION FRUIT PLANTING MATERIAL 33,320 Nos.	Kaveri,	33,320			3,332	
		Yellow Variety					
		Any other variety suitable for Agro climatic Condition of Odisha					
9	STRAWBERRY PLANTLET 41,25,000 Nos.	Winter Dawn	41,25,000			4,12,500	
		Any other variety suitable for Agro climatic Condition of Odisha					
Total			1,07,58,515			10,75,851.50	

S L	Crop	Variety / Class	Execution of Production Programm in Hectares during 2023-24	Quantity of Certified Jinger Rhizomes utilized under production program (In Qtls.)	Quantity of TL Jinger Rhizomes produced (in qtls.)	Quantity offered by the bidder (In Qtls.)	Documents regarding utilizations of Certified Jinger Rhizomes in production program to be enclosed
10	JINGER RHYZOME TL 59,255.25 Qtl.	Suprava TL	59,255.25 Qtl.			5,926.00 Qtl	
		Suravi TL					
		Nadia etc. TL					
Total			59,255.25 Qtl.			5,926.00 Qtl	

SECTION – 13 ANNEXURES

a) AnnexureI

Technical Specifications

Quality parameters of the plants:

- Pineapple Sucker:** The planting material should be healthy and confirm the planting material standard and should not weight less than 25g each.
- TC Pomegranate Plantlets:** Soil less media bio-degradable papers or any other container suitable for transit. Height of Plantlets – 20cm.
- TC Banana Plantlets:** Poly Bags – 5”X7”X200 gauge; Height of Plant – 20CM
- Apple Budded Grafted Plantlet :** Poly Bag Size- 6”x8”; Age / no. of leaves-6 month to 1 year old, having profuse root growth with average height of 60 cm, in case of budded seedling the same should be 3 - 6 month old; Others – true of the type and free from the diseases.
- Apple Ber Budded / Grafted Plantlet:** Poly Bag Size- 5”X7”, age / no. of Leaves- should be healthy & Should have good vigour, uniform growth with 2-3 branches the budded plant should be at lease 3-6 months old & should be 30-40 cm in height.
In case of grafted plant it should be 1 years old with at least 30-40 cm in height. Others – true of the type and free from the diseases.
- Custard Apple Grafts Plantlets:** Poly Bag Size - 6”X9”, Age / no. of leaves: 4-5 month old, having height of minimum 45 cm; Others – true of the type and free from the diseases.
- Avocado Planting Materials:** Poly Bag Size:6”X9”, Age / No. of Leaves: 5 months – 1 year old, having height of minimum 1.5 feet with proper root system and new vegetative growth. Others: true of the type and free from the diseases.
- Passion Fruit Planting Material:** Poly Bag Size – 4”X6”, Age/No. of Leaves: 3 month old and 30 cm long with minimum of 3 node having new sprouts with profuse leaves. Others – true of the type and free from the diseases.
- Strawberry Plantlets:** Pro Tray or Poly Bag Size 3” X 4 “, age / No. of Leaves: Healt & Big crown with white / light coloured roots.

FINANCIAL BID:

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

S N	Particulars	Variety Required	Quantity Required in Numbers / Qtls.	Quantity Offered in Numbers / Qtls.	Quantity Produced (in numbers / Qtls.)	Quantity Offered (In Numbers / Qtls.)	Location of the Stock./ TC Lab / Produce / Time Of Supply	Rate per Nos. / Qtl. on FOR Basis different District / Blocks in Odisha State (Inclusive of transportation, loading, sorting, unloading and delivery destination including of all other taxes) and payment after payment basis
1	PINEAPPLE SUCKER 27,00,000 Nos.	Queenn	15,00,000					
		Kew	6,00,000					
		Red Spanish	6,00,000					
2	TC POMEGRANATE 1,36,000 Nos.	Bhagwa	80,000					
		Supper Bhagwa	56,000					
3	TC BANANA 36,60,000 Nos.	Bantal	10,60,000					
		Grand Naine	21,00,000					
		Champa	5,00,000					
4	APPLE BUDDDED GRAFTED PLANTLET 10,000 Nos.	HRMN 99	10,000					
		Anna						
		Any other low chilling variety suitable for Agro climatic condition of Odisha						
5	APPLE BER BUDDDED/ GRAFTED PLANTLET 60,000 Nos.	Exotic ber variety-apple ber (Green)	60,000					
		Red type						
		Thai ber						
		Kashmiri red apple ber						
		Any other variety suitable for Agro climatic condition of Odisha						
6	CUSTARD APPLE GRAFTS 28,000 Nos	Arka Nilachal Bikram	28,000					
		PKM-I						
		Arka Sahan with Balanagar as pollinator						
		Any other variety suitable for Agro climatic Condition of Odisha						
7	AVOCADO PLANTING MATERIALS 6,195 Nos.	Arka Supreme	6,195					
		Any other variety suitable for Agro climatic Condition of Odisha						
8	PASSION FRUIT PLANTING MATERIAL 33,320 Nos.	Kaveri,						
		Yellow Variety						
		Any other variety suitable for Agro climatic Condition of Odisha						
9	STRAWBERRY PLANTLET 41,25,000 Nos.	Winter Dawn	41,25,000					
		Any other variety suitable for Agro climatic Condition of Odisha						
TOTAL			1,07,58,515					

SL	Crop	Variety / Class	Quantity Required in Numbers / Qtls.	Quantity Offered in Qtls.	Quantity Produced (in Qtls.)	Quantity Offered (In Qtls.)	Location of the Stock./ Time Of Supply	Rate per Nos. / Qtl. on FOR Basis different District / Blocks in Odisha State (Inclusive of transportation, loading, sorting, unloading and delivery destination including of all other taxes) and payment after payment basis
10	JINGER RHYZOME TL 59,255.25 Qtl.	Suprava TL	59,255.25 Qtls.					
		Suravi TL						
		Nadia etc. TL						
TOTAL			59,255.25					

b) Annexure-II

Undertaking of the Bidder in his company/ Nursery Letter Head

I do here by 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 different QPM, Horticulture / Forestry Sapling and Ginger TL Seed in different Districts / Blocks in the State of Odisha on FOR Basis and Payment After Payment maintaining the characteristics and specifications given in Annexure-I and shall replace the sub- standard materials at my own cost within 7calendardaysfrom the date of rejection.
6. That if I fail to complete the supply within the stipulated period due to my own fault / inefficiency, the Corporation shall reserve the right to impose penalty and forfeit the Earnest Money and Performance Guarantee deposited by me and also debar me from participation in the Tender process of the Corporation for the next 03 (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 (03) consecutive years up to the last date of submission of Tender.
8. That I have neither abandoned a supply nor any supply order issued has been rescinded during the last three financial years.

Place:

Date:

Signature of the Bidder

SECTION -14

AGREEMENT

(To be executed on a Non Judicial Stamp Paper worth Rs. 500/-)

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

AND

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

WHEREAS the Party of the FIRST PART herein invited E-tenders vide no dated..... from reputed, experienced and Bonafide nurseries for supply of different QPM, Horticulture / Forestry Sapling and Ginger TL Seed in different Districts / Blocks in the State of Odisha on FOR Basis and Payment After Payment, as per Specifications given in Annexure – I of the NIT, to the parties at Odisha.

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

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

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

- i. The PARTY OF THE SECOND PART undertakes to supply the indented quantity of the Horticulture / Forestry Saplings, as per Specifications given in Annexure–I, to the designated places as per the supply order within 60 calendar days from the date of issue of the supply order.

- ii. The responsibility of the PARTY OF THE SECOND PART includes transportation, loading, sorting, unloading and delivery to the designated places as per the supply order with the help of the required number of skilled persons without damaging the plants. Transit losses, if any, will have to be borne by the supplier.
- iii. BOTH THE PARTIES do hereby agree that the supplied Horticulture / Forestry Saplings which do not confirm to the specifications shall be rejected outright, the PARTY OF THE SECOND PART will be liable to replace the said quantity within 07 (Seven) calendar days from the date of such rejection and he shall have no right to claim payment for the same.
- iv. The quality and quantity of the Horticulture / Forestry Saplings will be checked by the recipient at the time of delivery and the PARTY OF THE SECOND PART shall allow sufficient time to the recipient authority for checking and examination of the same.
- v. BOTH THE PARTIES also accept that the recipient authority will give the verification report of saplings at the time of delivery at designated places as per the supply order. In case of any mortality of the saplings, the actual cause of mortality will be ascertained through verification and the proportionate cost of the said quantity will be deducted from the Bill.
- vi. It is emphasized by the PARTY OF THE FIRST PART and understood by the PARTY OF THE SECOND PART that the period of delivery, stipulated in the supply order is the essence of work.
- vii.
 - a. If the PARTY OF THE SECOND PART fails to deliver any or all of the Horticulture/Forestry Saplings within the time specified in the supply order due to his fault or inefficiency, a sum equivalent to 2.5% of the price of the delayed materials will be deducted for each week of delay or fraction thereof until actual delivery.
 - b. In case, the delay is beyond two weeks, The NSC may by written notice terminate the PARTY OF THE SECOND PART to proceed with any or all of the necessary part of supply.
 - c. Such failure on the part of the PARTY OF THE SECOND PART leading to delay beyond two weeks will result in forfeiture of Earnest Money and Performance Guarantee and also debar him to take part in the tender process of the Corporation for the next three consecutive years.
- viii. In case any dispute arises between the NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon the parties to resolve issue under the provision of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-Cum-Managing Director, National Seeds

Corporation Limited with the concurrence of both the parties shall appoint sole arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve the dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

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

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

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

- ix. Payment will be claimed by the SECOND PARTY on submission of the Bill in duplicate with receipted Challans and sapling verification reports duly certified by the recipient authority and have to be submitted to the PARTY OF THE FIRST PART within TEN working days of completion of supply. The 80% (ninety percent) of the payment shall be released to the supplier's acknowledged Bank Account within 15 working days after NSC receives its payment from the government agency/dealer to which the material was supplied (payment after payment basis), after deducting penalties, if any, arising due to the mortality of the saplings during transit.

- The remaining 20% of the payment along with EMD and Security deposit shall be released 45 days after NSC receives its payment from the government agency/dealer to which the material was supplied (payment after payment basis).
- All Statutory deductions will be deducted from the SECOND PARTY's Bill.
- No mobilization advance will be allowed.

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

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

IN WITNESS WHEREOF THE PARTIES PRESENT HAVE HEREIN TO SET THEIR RESPECTIVE HANDS AND SEALS THE DAY _____ YEAR IN _____

1. _____

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

2. _____

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

AGREEMENT SIGNED IN THE PRESENCE

OF: WITNESS:-

1.

2.

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

SN	Particulars	Remarks / Yes or No
1	Tender Fee as per NIT (Non- refundable) Rs 1,180/- online inclusive of 18 % GST (Rs. 1,000/- Tender Fee + 18% GST)	
2	EMD Rs. 2,00,000/- (Rupees Two Lakh) only to be paid online	
3	Seed Processing Plant Registration No. and its validity if any (upload documents)	
4	Plant Producer's Registration Number with SSCA & its validity (Upload documents/if any)	
5	Seed License No. & Horticulture Nursery Licence & It's validity (Upload documents)	
6	QPM, Horticulture / Forestry Sapling and Ginger TL Seed Experience Years (Upload documents)	
7	Details of QPM, Horticulture / Forestry Sapling and Ginger TL Seed & Supply of Previous Two Yrs. (Upload documents)	
8	PAN Card Number (Copy of PAN Card)with ITR copy of last two years	
9	AADHAAR Card No. (Copy of Aadhaar Card to be uploaded)	
10	Name and addresses of the Bank (Upload Documents):	
	i) Account No.:	
	ii) IFSC Code.	
11	GST No. Copy of Registration for GST (Upload Documents):	
12	Valid certificate of MSE's registered with NSIC or any other body specified by Ministry of MSME (If applicable) (Upload Documents).	
13	Other document if any in support of the tender (Upload Documents).	
14	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.	
15	The Party should not have been black-listed/debarred from participation in tendering by any if Central/State Seed Corporation /Agency engaged in Seed Production and distribution in the Country, during last 3 years and there has been no litigation with any Govt departmen on account of similar services (Undertaking to be furnished on Rs.100/- NJ Stamp Paper)	
16	Party Details- Name &Address of the Party	
17	Type of party (Supplier/Breeder Seed Supplier/ Dealer/Distributor/ Government/Organizer/ Others).	
18	Contact Person Name	
19	Contact Person Designation	
20	Contact No.	
21	E-mail ID	
22	Certification papers in support of Certified Seeds Production where from the seed will supply in this tender (upload documents for grower registration list with concerned SSCA & or Section-9/ Release Order) and supporting documents of Seedling, Rooted Cutting Spices etc.(If any).	
23	The tenderer shall have produce a certificate from the respective Certification Agency (SSCA) only for containing the variety wise area Registered in the name of the Organizer / Producer / Institution / Firm. (upload document) in case of Onion Certified Seed and Seedling, Rooted Cutting Spices supporting with valid nuresry licence / supplier licence (if applicable)	
24	Source of seeds in case of TL Seeds will supply in this tender and source of QPM, Horticulture / Forestry Sapling and Ginger TL Seed.	

25	Audited Annual Accounts for the last two financial years (upload documents)	
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