

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

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



TERMS & CONDITIONS OF SHORT TERM E- TENDER NOTICE FOR

NIT Name:- Supply of fresh finished product of various varieties of Tissue Culture Banana, Tissue Culture Pomegranate, Pineapple Sucker and Custard Apple Graft on F.O.R basis up to Block level destinations in Odisha State, when all packing material will be arranged by the Tenderer/Supplier on payment after payment basis.

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: from 03.05.2025 to 13.05.2025 UP TO 14:30 Hours
ON NSC e-Portal:<http://indiaseeds.enivida.com>

OPENING OF TENDER (TECHNICAL BID): Dated on 13.05.2025 at 15:00 Hours

COST OF TENDER FORM: Rs. 1180/- (Rs. One Thousand One Hundred Eighty only) incl. taxes to be paid online only.

Contact details:

Particulars	Telephone	E-mail
H.O. New Delhi	011-25845774	adgm.mktg@indiaseeds.com
Regional Office – Kolkata	033-23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com
Website	www.indiaseeds.com	

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
SALT LAKE CITY, KOLKATA-700091 (West Bengal)
(CIN NO: U74899DL 1963GOI003913)

TENDER DOCUMENT INDEX

INDEX		
SN	Description	Page No.
1	Notice Inviting E-Tender (NIT)	3
2	Instruction to Tenderer – ONLINE MODE	4-5
3	Crop Variety Wise Requirement details	6
4	Terms & conditions	7-12
5	Requirements of technical bid	13
6	Format of Technical Bid	14
7	Format of Price Bid	15
8	Check list for Technical Bid evaluation	16

NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING MINIRATNA COMPANY)

REGIONAL OFFICE: KOLKATA - 700091 (WB)

(CIN NO: U 74899 DL 1963 GOI 003913)

No: Prodn-03/NSC-KOL/2025-26/

Dated: 03.05.2025

“E- TENDER NOTICE”

National Seeds Corporation Ltd. (NSC), REGIONAL OFFICE, KOLKATA-700091 (West Bengal) invites online e-tenders (in Two Bid System) for supply of fresh finished product of various varieties of Tissue Culture Banana, Tissue Culture Pomegranate, Pineapple Sucker and Custard Apple Graft on F.O.R basis up to Block level destinations in Odisha State, when all packing material will be arranged by the Tenderer/Supplier on payment after payment basis as detailed below:-

- | | |
|--|---|
| 1. Name of Work | Supply of fresh finished product of various varieties of Tissue Culture Banana, Tissue Culture Pomegranate, Pineapple Sucker and Custard Apple Graft on F.O.R basis up to Block level destinations in Odisha State, when all packing material will be arranged by the Tenderer/ Supplier on payment after payment basis. |
| 2. Supply Location | F.O.R basis up to Block level destinations in Odisha State, when all packing material will be arranged by the Tenderer/ Supplier on payment after payment basis. |
| 3. Supply Period | Immediately on issued demand letter/dispatch order within stipulated time or cutoff date as per dispatch order. |
| 4. Earnest Money | Rs. 5,00,000/- (Rupees Five Lakhs only) to be paid online. |
| 5. Tender cost | Rs. 1180/- (Rupees One Thousand One Hundred Eighty only) to be paid online inclusive of 18 % GST (Rs. 1000/- tender fee + 18% GST) |
| 6. Last Date & Time for submission of tender | 13.05.2025 up to 14.30 hours. |
| 7. Date & Time for opening of Technical Bids | 13.05.2025 at 15.00 hours (In the event of this date being declared as Govt. holiday for NSC Regional Office Kolkata, the Technical Bid shall be opened on the next working date at the schedule time unless otherwise specifically required) |

1. Tender document will be available on NSC e-Portal: <https://indiaseeds.enivida.com> Up to 13.05.2025 till 14.30 hours for uploading.
2. The eligibility criteria for participation are given in the tender document.
3. Parties participating for Tender, EMD amount should be submitted online along with cost of tender document.
4. **(Technical bid)** may be opened on 13.05.2025 at 15.00 hours.
(Price bid) will be opened on suitable date & time.
5. Tenderer should submit both Technical bid and Price bid strictly as per instructions to tenderers given in the tender documents.
6. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
7. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

Regional Manager

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. 2,360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number; registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown “form received”. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least 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.

Thank You

Technical Support - Phone: 9355030620, 9355030608
Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com

INVITATION OF COMPETITIVE BID FOR PURCHASE OF TISSUE CULTURE / GRAFT / SUCKER

National Seeds Corporation Limited (NSC) intends to purchase the following quantity of fresh finished product of various varieties of Tissue Culture Banana, Tissue Culture Pomegranate, Pineapple Sucker and Custard Apple Graft on F.O.R basis up to Block level destinations in Odisha State, when all packing material will be arranged by the Tenderer/Supplier on payment after payment basis from reputed Producers/ Organizers/ Firms/ Cooperative societies and Tissue Culture / Graft / Sucker companies for supply during **Kharif-2025** through sealed tender under **two bid system**.

Table-I

Sl. No.	Crop	Variety	Tentative Qty. Required (In Nos.)	Minimum Quantity to be offered by the tenderer @1/4 of the total requirement (in Nos.)
1	TC Banana	Bantal, Grand Naine, Champa	3379000	844750
2	Pineapple Sucker	Queen, Kew	1250000	312500
3	TC Pomegranate	Bhagwa, Supper Bhagwa	70000	17500
4	Custard Apple Graft	Arka Neelachal Bikram/ PKM-I/ Arka Sahan with Balanagar as pollinator, NMK-I (Golden), VNR Madhur	16400	4100
Total			4715400	1178850

Note:- (A) Tenderers are required to submit offer for the quantity not less than the minimum Quantity as specified in the 'Notice Inviting the Tenders' (NIT) i.e. table 1.

(B)Tenders may be summarily rejected if the quantity offered by the bidder is less than the minimum quantity as specified in the NIT at table 1.

1. Tender document will be available on NSC e-Portal:<https://indiaseeds.enivida.com> upto 14:30 Hours of 13.05.2025 for uploading.
2. Parties participating for tender will submit Tender fee as well as EMD online.

TERMS AND CONDITIONS:

1. Rate shall be quoted in Rs./Nos. for supply of fresh finished product of various varieties of Tissue Culture Banana, Tissue Culture Pomegranate, Pineapple Sucker and Custard Apple Graft on F.O.R basis up to Block level destinations in Odisha State, when all packing material will be arranged by the Tenderer/Supplier on payment after payment basis for finally cleaned, tested and packed quantity (as per specifications given in tender terms) as required by NSC. The all packing material will be arranged by the tenderer at his own cost. The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained. The cost of each plantlet / tissue culture should include cost of packaging, handling, transportation charges etc.
2. Quality Specification of product

Table - II

Sr. No.	Name of Crop	Quality Parameter		Others
		Poly Bag Size	Age./No. of leaves	
01	TC Banana	5"x7"x200 gauge	--	Plantlets should be well packed in containers with minimum height of Plantlets – 20 Cms.
02	Pineapple Sucker	--	6-8 numbers of leaves	1. Planting Material should be healthy and confirm the Planting material standard & should not be weight less than 250 gms each having about 6-8 numbers of leaves. 2. The ground/side suckers should be collected and treated with Imidachloprid @ 1ml per 3 liters. of Water and Ridomil M Z 78 @ 2 gram per lit of water before being cured and supplied as part of the prophylactic measure.
03	TC Pomegranate	--	Hight of Plantlets 20 Cms	1. Soil less media bio-degradable papers or any other container suitable for transit 2. Hight of Plantlets – 20 Cms. 3. Necessary prophylactic sprays should be given before dispatch of the stock.
04	Custard Apple Graft	6 inch x 8 inch	4 to 5 months old having height of minimum 45 cm	1. Graft should be healthy, ture to the type and free from diseases 2. Necessary prophylactic sprays should be given before dispatch of the stock. 3 4 to 5 months old having height of minimum 45 cm

3. The Bidder must submit the **Tissue Culture Banana, Tissue Culture Pomegranate, Pineapple Sucker and Custard Apple Graft** wise valid Licence and related other Documents are as given below:

Table - III

Sr. No.	Name of Crop	Licence to be submission	Other related Documents	Remarks
01	TC Banana	Photo copy of proof of producer (Valid Copy of accreditation with DBT Certificate & other required documents towards production of tissue culture based Banana Plantlets)	Photo copy of Production capacity	To be uploaded with the technical documents..
02	Pineapple Sucker	Copy of proof of Producer/Licensed supplier	The tenderer if a Producer of Pineapple Suckers, the firm shall submit the following in its own letter pad i. Location of the area where Pineapple suckers have been grown. ii. Production Programme taken during the year-2024-25 for _____ hectares. iii. No of Farmers involved in production. iv. Production capacity in nos.	
03	TC Pomegranate	Photo copy of proof of producer (valid copy of accreditation with NCS-TCP (DBT) and other requirement documents towards production of Tissue Culture based pomegranate plantlets.)	Photo copy of production capacity.	
04	Custard Apple Graft	Copy of proof of Producer having valid Nursery License.	Other related documents to be submitted as and when required by this office	

4. The tender shall be accompanied with tender fee (non-refundable) of **Rs. 1180/-** & interest free EMD of **Rs. 5,00,000/- (Rupees Five Lakhs only)** to be deposited online.

Tender without tender fee and EMD will be rejected. EMD of unsuccessful tenderers, will be returned through account payee cheque/RTGS within 45 days of tender opening. Outstanding amount if any of the tenderer with NSC will not be considered as EMD.

Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.

5. The technical bids will be opened on 13.05.2025 at 15:00 hours in Regional Office, Kolkata followed by opening of price bids of those tenderers who qualify technically. In the event of this date being

declared as Govt. holiday for NSC Regional Office Kolkata, the Technical Bid shall be opened on the next working date at the schedule time unless otherwise specifically required.

6. Price Negotiation: In the event of quoted price not being justifiable by management, negotiation can be called for with L-1 party.
7. In case L-1 bidder fails to supply the total required quantities, the NSC will split the order among next two or more tenderers and any counter offer made thereafter by L-2, L-3,.... etc.
8. In case L-1 bidder fails to supply the Tissue Culture /Graft / Sucker due to any reason then NSC reserves the right to place order with L-2 party on L1 rate. In such cases the EMD of L-1 party will be forfeited and NSC may also **blacklist** the party on the discretion of committee/RM.
9. The tenderer's offer shall be valid for at least **180 days from the date of opening of the tender** and supply will be completed within **stipulated period or cut-off date as per dispatch order** from the date of placement of confirmed order. Validity of the rates can be extended beyond 180 days with mutual consent.
10. (a) The Tissue Culture /Graft / Sucker will be procured on actual requirement basis. NSC shall also issue need based demand Letter/ dispatch order. Supply shall commence on immediately on issuance of demand letter/dispatch order and should be completed **within stipulated period or cut-off date as per dispatch order**. NSC will not be responsible for supply beyond the stipulated time/cutoff date.

(b) The supplier shall sign an **agreement** on intimation of this office before supply of Tissue Culture / Graft / Sucker and remit security deposit **as per clause 10 & 11** of terms and conditions.
11. If, failure to deliver offered quantity by the tenderer/bidder/supplier, the penalty shall be imposed by NSC @ 10% of the value of the shortfall at the rate agreed to. For delayed supplies, a penalty of Rs. 1% of value of Tissue Culture / Graft / Sucker delivered late per week or part thereof limited to 5%. However, NSC shall be free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.
12. The successful tenderer shall remit interest free **Security Deposit @ 5.00% of the value of the contract** in the form of Demand Draft drawn or through RTGS in favour of National Tissue Culture / Graft / Sucker Corporation Ltd., Kolkata. This deposit shall be remitted within seven working days from the date of intimation by this office. The EMD if deposited alongwith the tender will be adjusted against security deposit. The bid security may also be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee including e-Bank Guarantee from a Commercial Bank, online payment in an acceptable (RTGS / NEFT).
13. The successful tenderer shall at his own cost will execute **an agreement** with NSC on non-judicial stamp paper of required value preferably **Rs.-500/-** for arranging the supply as per these terms and conditions, signing on each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
14. The Bidder/Tenderer/Supplier will arrange all packing material (Poly bags and other etc. specified at table no. II) from their own cost as required by NSC. The Tissue Culture / Graft / Sucker will be packed with leaflet and labeled as per NSC's requirement at the supplier's premises at his own cost and expenses. The NSC/ Indenting Agency or any Govt. agency have the right to inspect the operation from time to time. The NSC or any Govt. department have the liberty to verify the source certificate/ physical verification of the stock of the supplying agency by deputing personal to the respective places from where the Tissue Culture / Graft / Sucker are to be dispatched and the logistic support / other expenses by the officials of NSC/ Indenting Agency or any Govt. department will be born by the Bidders/ tenders/ Suppliers at all level.
15. The Indenting Agency/ State Govt. will verify the each lot before the distribution of Tissue Culture / Graft / Sucker. If any lot declares to be substandard during lab test/physically verify, NSC will not be responsible for any cost/ transportation charges incurred on the sub-standard Tissue Culture / Graft /

Sucker lots. The supplier has to lift back the sub-standard Tissue Culture / Graft / Sucker stock at his own cost and NSC will not release any payment to the costs incurred.

16. The source verification of the quality planting materials, production capacity, quality, etc. shall be made by the expert team of NSC / Indenting agencies authorities and the cost of verification, all logistic cost at all level and cost of other testing, if required well be born by the supplier / tenderer.
17. A technical team may visit the source before dispatch of the Tissue Culture / Graft / Sucker and all logistic cost for the team will be borne by the bidder. In case there will not be any source verification due to any other reason, then verification must be done by a expert team consisting of DDH/ ADH/ AHO/ KVK scientist before supply of Tissue Culture / Graft / Sucker to the farmers at BLOCK point
18. NSC may physically verify of Tissue Culture / Graft / Sucker lots offered by the tenderer for quality testings. NSC may draw samples/physically verify for 25% more quantity than the supply order, to ensure that in event of failure of any lot there should be no shortfall in the supply from the ordered quantity. All expenditure towards testing/inspection of Tissue Culture / Graft / Sucker will be borne by the tenderer.
19. Even if the Tissue Culture / Graft / Sucker meet the standards, NSC Ltd./ Indenting Agency reserves the right to reject the stock on ground of discolour, lacking lusture or admixture of other varieties found by the supervising staff of NSC Ltd./ Indenting Agencies or on grounds of poor quality/field complaints, the Tissue Culture / Graft / Sucker not accepted by NSC/ Indenting Agencies shall have to be taken back by tenderer at his own cost and arrangements within 05 days from the date of communication. The corporation will not be liable for the rejected stocks after communicating the same to the supplier. If required for replacement of Tissue Culture / Graft / Sucker stock, then the tenderer/bidder/supplier should replace the Tissue Culture / Graft / Sucker with fresh Tissue Culture / Graft / Sucker within 3 days.
20. The tenderer will arrange all packing materials (Poly bags and other etc. specified at table no. II) and arrange the packing, sealing, labelling, stacking, weighment and loading at his own cost.
21. The Tissue Culture / Graft / Sucker stock shall confirm to the quality specifications prescribed in the Minimum Certification Standards-2013 or as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
22. The variety of Tissue Culture / Graft / Sucker must be genetically pure, sound in morphological & physical characters, distinct identical genetic, uniform and stable, free from disease and virus.
23. The cost of verification of Tissue Culture / Graft / Sucker including all logistics and conveyance of expert team at all levels and cost of quality testing will be borne by the tenderers.
24. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange the supply of Tissue Culture / Graft / Sucker from the next party in the tender at the cost and risk of the defaulting tenderer.
25. NSC may increase/decrease the final requirement from the quantity in the NIT & Tissue Culture / Graft / Sucker shall be purchased only on need basis. Normally, the increase may not exceed 100% of the NIT quantity.
26. If required, NSC may repeat the order for the additional quantity within six months from the date of Security Deposit remittance with mutual consent.
27. **NSC will release the payments only for good/ healthy plantlets acknowledged by the indenting agencies. NSC will not relaese the payments for mortility/damadged plants/plantlets which is damadged during transportation /supply.**

28. Payment will be released to the supplier/tenderer after receiving of the payment from actual buyer i.e. **“payment after payment basis”**.
29. NSC will retain Security Deposit for 120 days from the date of last supply as performance guarantee and it will be released only after receipt of full payment from actual buyer.
30. The supplier has to submit the bills along with Physical verification report, NSC's Road Challan/ Movement certificate with lot wise details supported to each D.O., Acknowledged Lorry Receipt (LR) copy, dispatch order (D.O.) copy and other relevant papers with each bill. Also the supplier has to submit the bills & other supporting papers to NSC with covering letter on his firm letter head, supporting invoices with brief bill details for claiming bill amount.
31. The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to standard set out for the purpose. In case the stock remained unsold, then the party has to lift back the unsold stock at his own cost and any field related complaint raised by the farmers/Indenting Agency, the supplier will be fully responsible and NSC will neither entertain such complaints nor release the payment of complaint stock.
32. In the event of any dispute/complaint with reference to the Tissue Culture / Graft / Sucker quality, if supplier is unable to prove/establish genuineness of the supplied Tissue Culture / Graft / Sucker, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
33. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
34. NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.
35. After supply of Tissue Culture / Graft / Sucker, the Tissue Culture / Graft / Sucker may be tested by concerned State Government Authority/ Indenting Agencies at the destination point. In case, if any lot of Tissue Culture / Graft / Sucker does not meet the standards as laid down in Indian Minimum Tissue Culture / Graft / Sucker Certification Standards, then the party will have to lift the Tissue Culture / Graft / Sucker from that place at their own risk and cost. NSC will not release payment for such stock.
36. Lot number with quantity details and truck number on the Road challan/ Movement certificate must be indicated while delivering the Tissue Culture / Graft / Sucker.
37. The tenderer shall be fully responsible for any quality deviation observed by Government/ Enforcement agency/NSC Ltd; and shall be liable for damage / legal prosecution arising out of quality lapses vide provision under prevailing laws such as seed act control order and weight and measurement act etc.
38. If L-1 party does not offer full tendered quantity of particular crop (Tissue Culture / Graft / Sucker) varieties then NSC will have right to negotiate with L-2, L-3... and more parties respectively at L-1 rates to full fill the demand of Tissue Culture / Graft / Sucker required. If the L-2, L-3.....etc. parties has agreed for supply of Tissue Culture / Graft / Sucker at L-1 rates then the offer quantity by the party will not be reduced.
39. The agreement which will be executed between NSC & the State Govt. Department / Agency for supply of Tissue Culture / Graft / Sucker will also be the part of the terms & conditions of this tender and the supplier will have to accept the same.
40. The Tissue Culture / Graft / Sucker Supplied by the Bidder/Supplier/Tenderer, if any complaint arises in the supplied Tissue Culture / Graft / Sucker i.e in the Tissue Culture / Graft / Sucker quality or in the field level, the supplier will be fully responsible for that. If the complaint is established the supplier has to bear the amount of compensation as per recommendation of committee and the decision of the competent authority shall be final and binding.

41. The tenderer must upload the documents duly signed with the seal on every paper of tender document. If any party submits fake documents and is noticed by NSC at a later stage of scrutiny, such party will be blacklisted/ debarred for future tenders and necessary legal action will be taken against such party.
42. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
43. In case any dispute arises between 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 discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Tissue Culture / Graft / Sucker 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.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered Tissue Culture / Graft / Sucker. The tenderer shall be required to supply the Tissue Culture / Graft / Sucker at agreed rate only. The agreement may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.
3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by CMD, NSC whose decision will be binding on both the parties as stipulated in terms and condition contained in para 43 above.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for State Sales Tax / Central Sales Tax / VAT / GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case, the stocks failed in test results, the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
8. The weight of the Tissue Culture / Graft / Sucker container shall be checked at any point of transaction and in case any shortage is found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. The tenderer will have to give name of the firm, postal addresses, telephone Nos. E-Mail, name of the responsible person in the tender form itself so as to make further communication. After opening the tender, Tenderer have to check their email regularly for updates.

REQUIREMENTS OF TECHNICAL BID

1. Name & Address of the bidder with Contact No. and E-mail ID (in company / firm letter pad):
2. Valid License No. & its validity as per Table No. III of Tender T&C (upload documents).
3. Other relevant documents as per Table No. III of Tender T&C (upload documents).
4. Trade license certificate with its validity (upload documents/if any).
5. Tissue Culture / Graft / Sucker Production Experience of the Previous Years:(upload documents).
6. Details of Tissue Culture / Graft / Sucker Supply Experience of the Previous two years (upload documents).
7. GST No. (upload documents).
8. Valid certificate of MSE's registered with NSIC or any other body specified by Ministry of MSME (If applicable) (upload documents).
9. Details of Tender Fee/EMD:
10. Aadhaar, PAN Card No. and ITR copy of last Two Years (upload documents).
11. Audited Annual Accounts for the last two financial years (upload documents).
12. The Party should not have been black-listed/debarred from participation in tendering by any of Central/State Seed Corporation /Agency engaged in Seed/Tissue Culture / Graft / Sucker Production and distribution in the Country, during last 3 years (Undertaking to be furnished on Rs. 100 NJ stamp paper) (Upload documents).

The tenderer must upload the documents after seal & signed on every paper of tender documents.

TECHNICAL BID FORMAT

(TO BE SUBMITTED IN TECHNICAL BID PART IN ONLINE FORM ONLY)

Sl. No.	Crop	Variety	Tentative Qty. Required (In Nos.)	Minimum Quantity to be offered by the tenderer @1/4 of the total requirement (in Nos.)	Quantity offered by the tenderer (in Nos.)	Location & Address of the produce	Time period of supply
1	TC Banana	Bantal	3379000	844750			
		Grand Naine					
		Champa					
2	Pineapple Sucker	Queen	1250000	312500			
		Kew					
3	TC Pomegranate	Bhagwa	70000	17500			
		Supper Bhagwa					
4	Custard Apple Graft	Arka Neelachal Bikram	16400	4100			
		PKM-I					
		Arka Sahan with Balanagar as pollinator					
		NMK-I (Golden)					
		VNR Madhur					

PRICE BID FORMAT

(TO BE SUBMITTED IN PRICE BID PART IN ONLINE FORM ONLY)

Sl. No.	Crop	Variety	Tentative Qty. Required (In Nos.)	Minimum Quantity to be offered by the tenderer @1/4 of the total requirement (in Nos.)	Total Quantity offered by the tenderer (in Nos.)	Rate (Rs. Per Nos.) for final packed quantity as required by NSC, on F.O.R Basis up to block level destinations in Odisha State, when all packing material will be provided by the supplier and payment after payment basis. (inclusive of all taxes and other charges)
1	TC Banana	Bantal, Grand Naine, Champa	3379000	844750		
2	Pineapple Sucker	Queen, Kew	1250000	312500		
3	TC Pomegranate	Bhagwa, Supper Bhagwa	70000	17500		
4	Custard Apple Graft	Arka Neelachal Bikram/ PKM-I/ Arka Sahan with Balanagar as pollinator, NMK-I (Golden), VNR Madhur	16400	4100		

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

S N	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) Rs 1180/- online inclusive of 18 % GST (Rs. 1000/- tender fee + 18% GST)	
2	EMD Rs. 5,00,000/- (Rupees Five Lakhs only) to be paid online	
3	Valid License No. & its validity as per Table No. III of Tender T&C (upload documents).	
4	Other relevant documents as per Table No. III of Tender T&C (upload documents).	
5	Tissue Culture / Graft / Sucker Production Experience of the previous Years: (upload documents).	
6	Details of Tissue Culture / Graft / Sucker Supply Experience of the Previous two years (upload documents).	
7	PAN Number (Copy of PAN Card) with ITR copy of last two years (Upload documents)	
8	AADHAR CARD No. (Copy of Aadhar Card) (Upload documents)	
9	Name and addresses of the Bank (Upload documents)	
	i) Account No.:	
	ii) IFSC Code.	
10	Copy of Registration for (Upload documents)	
	i) GST	
11	Valid certificate of MSE's registered with NSIC or any other body specified by Ministry of MSME (If applicable).(Upload documents)	
12	Other document if any in support of the tender.(Upload documents)	
13	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. (Upload documents)	
14	The Party should not have been black-listed/debarred from participation in tendering by any of Central/State Seed Corporation /Agency engaged in Seed/Tissue Culture / Graft / Sucker Production and distribution in the Country, during last 3 years (Undertaking to be furnished on Rs. 100 NJ stamp paper) (Upload documents).	
15	Party Details- Name &Address of the Party	
16	Type of party (Supplier/Producer/ Government parties/Organizer/ Others).	
17	Contact Person Name	
18	Contact Person Designation	
19	Contact No.	
20	E-mail ID	
21	Audited Annual Accounts for the last two financial years (Upload documents)	
22	Trade license certificate with its validity (Upload documents/if any)	