

NATIONAL SEEDSCORPORATIONLIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: SECUNDERABAD

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF TENDER CONTRACT FOR SALE OF SUBSTANDARD SEEDS

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	: 23.06.2018 / 16.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 28.06.2018 / 14.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 28.06.2018 / 14.30Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (AFTER EVALUATION OF TECHNICAL BID)
COST OF TENDER FORM (Non refundable)	: Rs. 200/-

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National Seeds Corporation Limited

(A Government of India Undertaking)
REGIONAL OFFICE : SECUNDERABAD
17-11, Tukaram Gate, North Lalaguda
SECUNDERABAD-500017

Phone No. 040-27731152

E-mail: rm.secunderabad@indiaseeds.com

NOTICE INVITING E-TENDER

No. QC 1(3)/NSC: HYD/2018-19/

Dated: 23.06.2018

National Seeds Corporation Limited, Regional office, Secunderabad invite tenders through e-tendering for sale of substandard seed from reputed traders

Particulars	Details
Name of the tender	Sale of substandard seeds
Quantity for sale	1243.90 qtls
Location of seed available	Area Offices : Warangal & Nandyal
Date of issue of NIT	23.06.2018
Tender Document Download Start Date/time from <u>website https://indiaseeds.eproc.in</u>	23.06.2018
Tender Document Download End Date/time	28.06.2018 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 23.06.2018 to 28.06.2018 Till 14.00 Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Secunderabad	28.06.2018 at 14.30 Hrs.
Tender Fee (To be deposited online)	Rs.200(Two Hundred only)
EMD (To be deposited online)*	Rs. 50,000 Thousand (Fifty Thousand Only)
Address for Communication	National Seeds Corporation Limited Regional office 17-11 Tukaram Gate, North Lalaguda Secunderabad-500017

1. *Tender without EMD and cost of tender (to be deposited through online) will be rejected. **Those who have participated in earlier tender No. QC 1(3)/NSC-HYD/2018-19 dated 22.05.2018 (e-tender id 22618) were exempted from EMD deposit, but they have to upload earlier EMD Payment Receipt/online Bid Submission Document.**
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

Regional Manager

PART – A

NATIONAL SEEDS CORPORATION LIMITED – SECUNDERABAD

SECTION-I

INSTRUCTIONS TO THE TENDERES / BIDDER – ONLINE MODE

DEFINITIONS:

C1 India Private Limited: Service provider to provide the e-Tendering Software.

NSCL e-Procurement Portal: An e-tendering portal of National Seeds Corporation Limited (“NSCL”) Introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

(1). ACCESSING / PURCHASING OF BID DOCUMENTS:

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in to participate in e-tendering of NSCL.

C1-India Pvt. Ltd. is facilitates for procurement of Class-III DSC’s. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.

To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is ONE Year.

After making the payment through offline mode, (i.e. DD), Vendors have to send an e - mail intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working Hours.

All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazette holidays. The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.

To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof

For helpdesk, please contact e-Tendering Cell and Help Desk Support.

(2). PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(4). OENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(5). DISCLAIMER:

The vender must read all the instruction in the tender document and submit the same accordingly.

PART – B

NATIONAL SEEDS CORPORATION LIMITED - SECUNDERABAD

INSTRUCTIONS TO THE TENDERES / BIDDER

ADVICE FOR BIDDERS:

The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in tender document.

Tender Fee (Non-Refundable): Tender fee **Rs 200/-** (Rupees Two Hundred only) must be deposited in online mode only (As per instruction in Section-I).

Earnest Money Deposit (Refundable): EMD amount Rs. 50,000/- (Rupees Fifteen Thousand only) must be deposited before due in online mode/DD (As per instruction in Section-I). Exemption of EMD for Indian Manufactures which are registered with NSIC under Single point registration scheme, Indian manufactures / suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme are exempted from payment of EMD provided to furnish photocopy of valid registration with NSIC under the single point registration scheme for the quoted stores in support if claim along with their requested letter. This facility will, however, not be provided to those small-scale units who are registered under the old registration scheme which was extended up to 30th June 1981 only. (Registration certificate to be attached.)

Eligibility Criteria: Any traders having valid Grain/ Oil Seeds Merchants Licence/ GST Number.

Submission of Offer: Offer must be submitted in prescribed tender input form in Online Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

BID OPENING AND EVALUATION: Bids will be open in Online Mode (As per instruction in Section-I).

AWARD OF CONTRACT: The technical bid will open first and based on the purchase/sale committee will scrutinise the bid submitted and evolve the successful bidder for financial bid. Purchase/sale committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.

Notification of award: Prior to the expiration of the period of bid validity Selection Committee will place a firm order or notify the successful Bidder in writing.

Cancellation of Work order: NSC reserves the right to cancel the contract at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm.

NATIONAL SEEDS CORPORATION LIMITED - SECUNDERABAD

National seeds Corporation Limited (NSC) Regional office Secunderabad desires to sale substandard seeds mentioned as detailed below, on the following terms and conditions.

S.No	Crop	Variety	Class	Location	Qty in Qtls
1	Moong	LGG-460	C/s	Warangal	50.12
2	Paddy	RP BIO-226	F/s	Warangal	31.50
3	Castor	Haritha	T/l	Warangal	0.06
4	Maize	AT	C/s	Warangal	0.91
5	Maize	DHM-117	C/s	Warangal	9.31
6	Paddy	MTU-1061	F/s	Warangal	22.50
7	Paddy	MTU-1064	C/s	Warangal	627.60
8	Paddy	BPT-5204	C/s	Warangal	119.10
9	Paddy	BPT-3291	C/s	Warangal	371.05
10	Black Gram	T-9	C/s	Warangal	11.70
11	Jute	JBO-2003 H	B/s	Nandyal	0.05
				Total	1243.90

TERMS AND CONDITION FOR SALE OF PRODUCE / NON SEED THROUGH E-TENDER

1. The produce/ non seed offered for sale through E-Tender is strictly on “**AS IT IS, WHERE IT IS BASIS**” and no weightment will be done. Rate should be inclusive of packing material. The Regional Manager reserves the right to include or exclude any quantity of any produce/ non seed before the commencement of the E-Tender.
2. The price offered in the E-Tender will be inclusive of the cost of packing materials. All kind of taxes and any other charges i.e. Mandi / Market fees, sales tax etc. if any leviable by any authority will be borne by the buyer in addition to the price offered. Buyer has to pay **5% GST** on total Value of Sub-standard seeds.
3. The decision about acceptance/rejection of highest bid will be announced on the day of E-Tender itself and the party has to **deposit 25%** of the bid in addition to EMD if the bid is accepted by the competent authority **within 2 days** failure which EMD will be forfeited.
4. The produce/ non seed will be delivered without weightment as is, where is basis and the buyer will have to make their own arrangement for transportation of the produce immediately after the sale. The Regional Manager will have no responsibility for arranging transport, exports permit, wagons etc.
5. Before participating in the E-Tender, EMD amount Rs. 50,000/- (Rupees fiftyThousand

only) must be deposited before due in online mode /DD (As per instruction in ~~Section-I~~).

6. The successful bidder will have to deposit 25% of amount of total value of sold produce/ non seed within 2 days after the announcement of the acceptance of bid.
7. The successful bidders will also have to deposit 40% of total value of produce/ non seed within one week of acceptance of bid and remaining 35% within 15 days of the acceptance of the bid. If the amount referred above are not deposited in time in full as specified, the balance unpaid amount will attract interest @ of 14% per annum for the delayed period which shall not exceed 8 days over and above admissible period referred to above. If the 90% of the value of produce/ non seed is not paid within even the extended period of 8 days, the RM reserves the right to forfeit the entire amount deposited by the successful bidders and re-sells the produce/ non seed at the risk and cost of the purchaser.
8. The lifting of the produce/ non seed must be completed within 8 days from the day of final payment (within 23 days from the acceptance). If due to certain unavoidable circumstances, it is not possible for RO to deliver the produce within the stipulated period, the RM can enhance the delivery period as may be necessary.
9. The party will have to deposit full amount of produce in advance to the extent, he proposes to lift before taking delivery.
10. The RO will not be responsible for any loss / damage of produce/ non seed. The Lifting of produce/ non seed must be in 23 days from the acceptance or else Regional Manager Reserve the rights to Forfeited entire deposit amount and offer to the second bidder/party.
11. The produce/ non seed will be delivered during the working hours on all working days on submission of release order issued to the buyers after he had deposited the cost of produce/non seed in Shape of bank draft.
12. In case the buyer intends to take delivery of produce/non seed through his representative, he should submit a letter of authority duly authorizing his representative to lift the produce/ non seed on his behalf after deposition of required amount.
13. The buyer will not enter into any indirect deals/transfers or assign the whole contract or part thereof, to any other party. The Bills will be issues only on the name of Bidder.
14. In case of treated seed the purchaser will have to submit a notarized affidavit on Non-Judicial stamp paper stating that purchaser will not use the material/ non seed for human/birds/animal/cattle's/poultres consumption before taking delivery of produce/ non seed failing which no delivery of sold produce/ non seed will be given to the purchaser.

15. **CIRCUMSTANCES UNDER WHICH ENTIRE DEPOSITED AMOUNT OF THE BIDDER IS LIABLE TO BE FORFEITED**

The Corporation may forfeit the EMD/Entire deposit amount of the bidder under following circumstances subject to condition that due notices are serve to them.

- i. If the entire 90% of amount of the total value of the produce/ non seed is not paid by the bidder even within the extended period of 8 days (within 23 days from the acceptance).
- ii. If the produce/ non seed is not lifted by the bidder within the period of 8 days of final Payment (within 23 days from the acceptance).
- iii. If any bidder is found indulged in anti corporation activity or any notice of the appropriate authority of the State/ Center has been received showing the violation by the bidder in respect of statutory obligations.

16. **FORCE MAJEURE SITUATION:** The liability of the corporation, in case of wide spread natural calamity prevailing in a particular region where the go down is situated, because of unforeseen circumstances beyond the control of the Corporation (if circumstances is unforeseen, then, no question of notice) will be zero and the bidder will not have any right to claim any compensation from NSC. Similarly, if due to any curfew, strike, violence, epidemics and other unforeseen civil disturbance the market is not in operation, the trader will not be penalized by LD, go down rent of penal interest. However, the trader /RO both shall keep informed to each other about the situation through the registered letters with proper evidence. Without evidence for force majeure situation, both the parties are free to take action as per terms and condition regarding LD, interest, delivery etc.

17. **SETTLEMENT OF DISPUTES (ARBITRATION):-** Except where otherwise provided in the contract, if any dispute, difference, question or disagreement arises between the parties thereto or their respective representatives relating to the sale of commercial produce/ non seed hereinbefore mentioned and as to the quality of performance or timely delivery of produce / non seed or as to any other questions, claims, rights, matters or thing whatsoever in any way arising out of or relating to the e-tender, instructions, orders, or these condition, or otherwise concerning to the sale, terms & conditions, contract, execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment, thereof or otherwise shall, within one month of the arising of such question or dispute, which the related parties are unable to settle mutually may be referred to the sole arbitration to the Chairman-cum- Managing Director of NSC and if the CMD is unable or unwilling to act as the sole arbitrator some other persons appointed by the CMD, will act as such arbitrator. There will be no objection if the Arbitrator so appointed is an employee of NSC and that he had to deal with the matters to which this agreement relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The award of the Arbitrator so appointed shall be final, conclusive, and binding on all parties to this contract.

ANNEXURE A

TECHNICAL BID FOR PURCHASE OF SUBSTANDARD SEED AT NSC, NANDYAL AND WARANGAL.

Name and address of the Bidder	Firm Registration No/ Trade License	GST No	PAN No	Bank details
1	2	3	4	5

Previous year Income Tax Details	E-mail ID	Fax No	Contact No	Other details(if any)
6	7	8	9	10
			1. 2.	

- 1) EMD of Rs 50,000/- (Rupees fifty Thousand only) paid through online/DD No.....
And Date.....
- 2) Photo copies of all document (column 1 to 10) enclosed.
- 3) I/we understand that the substandard seeds are treated with poison and therefore I/ we will not use for human consumption or cattle feed.
- 4) I/we have read and understood the terms and condition and I agree to abide by them.

Date

Signature of the Party
With rubber stamp and full address

ANNEXURE B**FINANCIAL BID FOR PURCHASE OF NON SEED AT NSC, NANDYAL AND WARANGAL.**

S no	Crop	Variety	Class	Location	Qty in Qtls	Rate Offered In Rs per Qtl	
						In Figures Rs.per Qtl.	(Rs in words. per Qtl)
1	Moong	LGG-460	C/s	Warangal	50.12		
2	Paddy	RP BIO-226	F/s	Warangal	31.50		
3	Castor	Haritha	T/l	Warangal	0.06		
4	Maize	AT	C/s	Warangal	0.91		
5	Maize	DHM-117	C/s	Warangal	9.31		
6	Paddy	MTU-1061	F/s	Warangal	22.50		
7	Paddy	MTU-1064	C/s	Warangal	627.60		
8	Paddy	BPT-5204	C/s	Warangal	119.10		
9	Paddy	BPT-3291	C/s	Warangal	371.05		
10	Black Gram	T-9	C/s	Warangal	11.70		
11	Jute	JBO-2003 H	B/s	Nandyal	0.05		

The above Quoted rates are valid for 30 days from the date of opening the tender.

Date:

Signature of the Party
With rubber stamp and full address

Landline/Mobile No:

E-mail:
