(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONALOFFICE: CHENNAI

(CINNO:U74899DL1963GOI003913)



TERMS & CONDITIONS OF TENDER CONTRACT FOR

SUPPLY OF Guar/PNB (Cluster Beans), Small Onion/CO.on-5, Sirukeerai Green and Araikeerai

TENDER SHOULD BE SUBMITTED IN ONLINE MODE ONLY

Date/ Time of Downloading the Tender -27.07.2018

Date / Time of Closing of Tender - 03.08.2018 / 14.00Hrs.

Opening of Tender(Technical Bid) - 03.08.2018 / 15.30Hrs.

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: CHENNAI 22-C,SIDCO INDUSTRIAL ESTATE AMBATTUR, CHENNAI-600 098

NOTICE INVITING E-TENDER

No.4 (2-OS-PRODN) / NSC-CHN/2018-19

National Seeds Corporation Limited, Regional office, Chennai invite tenders through etender for purchase of Guar/PNB (Cluster Beans), Small Onion/CO.on-5, Sirukeerai Green and Araikeerai Certified/TL Seeds from reputed seed producers.

Particulars	Details
Name of the tender	Purchase of Guar/PNB (Cluster Beans), Small Onion/CO.on-5, Sirukeerai Green and Araikeerai
Quantity Required	30.00Qtls - Guar/PNB 30.00Qtls - Small Onion/CO.on-5 0.20Qtls - Sirukeerai Green 0.20Qtls - Araikeerai
FOR Destination for supply	NSC, Kappalur, Madurai
Date of issue of NIT	27.07.2018
Tender Document Download Start Date/time from website https://indiaseeds.eproc.in	27.07.2018
Tender Document Download End Date/time	03.08.2018 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 27.07.2018 to 03.08.2018 Till 14.00Hrs
Date and time of opening of Technical Bid and Price Bid(after evaluation of Technical bid) via Online mode at NSC, RO Chennai	03.08.2018 at 15.30 Hrs.
Tender Fee (To be deposited online)	Rs.200(Two Hundred only)
EMD (To be deposited online)	Rs.10,000.00(Ten Thousands Only)
Address for Communication	National Seeds Corporation Limited Regional office 22-C,SIDCO Industrial Estate, Ambattur,Chennai-600 098
Clarification required if any, the Contact Person is Incharge Marketing during working days from 27.07.2018 onwards to 14.00 Hrs. on 03.08.2018	Incharge Marketing Email:nscchennai.mktg@gmail.com Ph.044-26256192 Mobile 9840921860

- 1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
- 2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

Dated: 26.07.2018

PART – A

NATIONAL SEEDS CORPORATION LIMITED - CHENNAI

SECTION-I

INSTRUCTIONS TO THE TENDERES / BIDDER - ONLINE MODE

<u>**DEFINITIONS:**</u>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 / PURCHASINGOF 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-IndiaPvt.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 Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e.Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation nsclsupport@c1india.com 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.

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).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from https://indiaseeds.eproc.in.

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.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (https://indiaseeds.eproc.in).

For help desk, please contact e-Tendering Cell and Help Desk Support. NSCL Global Support E-Mail Id: nsclsupport@c1india.com NSCL Global Support Telephone: +91-124-4302033 / 36 / 37

(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 decrypt 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 RFP and submit the same accordingly.

PART -B

(A GOVT OF INDIA UNDERTAKING)
(CIN NO: U 74899 DL 1963 GOI 003913)
22 C-SIDCO INDUSTRIAL ESTATE
AMBATTUR, CHENNAI-600 098

Short Term E- Procurement Tender

For Supply of Guar/PNB (Cluster Beans) - 30.00 Qtls. Small Onion/CO.on-5 - 30.00 Qtls, Sirukeerai Green - 0.20 Qtls and Araikeerai - 0.20 Qtls

National Seeds Corporation Limited (NSC) desires to purchase of Guar/PNB- 30.00 Qtls, Small Onion/CO. on-5 - 30.00 Qtls, Sirukeerai Green- 0.20Qtls, Araikeerai - 0.20 Qtls certified/TL seeds (Guar and Small Onion - 1Kg Packing & Sirukeerai, Araikeerai in 100Gms packing) from reputed seed producers in two bid system.

Procedure for submission of e-tender:

Each Tenderer shall submit in two parts.

- 1. <u>TECHNICAL BID:</u> The Technical Bid shall be submitted as per Annexure "I", this contains the details of organisation, company profile, details of experience, EMD etc.
- 2. <u>FINANCIAL BID:</u> The Financial Bid for Supply of Guar/PNB (Cluster Beans), Small Onion/CO.on-5, Sirukeerai Green and Araikeerai Certified/TL Seeds Each Tenderer has to quote financial offers on per quintal basis as per Annexure "II" in e-portal.

General Terms and Condition of Contract Tender for Supply of Supply of Guar/PNB (Cluster Beans), Small Onion/CO.on-5, Sirukeerai Green and Araikeerai Certified/TL Seeds

- The Tenderer shall present the offer in his letter-head using the enclosed offer format. Rate shall be quoted in Rs. Per Qtl on FOR basis delivery at NSC, Kappalur, Madurai
 - for the net Final Cleaned/ Graded, Tested, certified by seed certification agency(in case of C/S) and Packed in NSC packing (exclusive of bag weight). The rate shall be inclusive of packing material, packing charges and No other claim on taxes etc., if any liable, shall not be entertained.
- 2. The tender shall be accompanied by interest free EMD of Rs. 10,000/- offered in the form of Online / E- Challan from https://indiaseeds.eproc.in. Tenders without EMD may be rejected. EMD of unsuccessful Tenderer except the lowest three will be returned through A/C payee cheque/RTGS within 45 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or within Four Months of tender opening whichever is earlier. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose.
- 3. Tenders may upload their bid up to 2.00 PM. on 03.08.2018 and technical bids will be opened on the same date at Regional office NSC Ambattur Chennai at 3.30 PM. in the presence of those Tenderer who may wish to be present. The Financial Bids will be opened for those whose Technical Bid will be in order as per NIT.
- 4. The Supplier's offer shall be valid at least for 120 days and should be for at least 50 % or 100% of requirement of the relevant variety whichever is less. Delivery of the entire quantity offered by the Tenderer and agreed to by NSC should be as per supply schedule. Failure to delivery 90% of the quantity approved by NSC shall entitle to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to for delayed supplies penalty of Rs. 2/- per day per Qtl will be charged.
- 5. The successful Tenderer shall remit interest free Security Deposit of Rs 20,000(Rs Twenty Thousands). This deposit shall be, remitted within five working days from the date of receiving the NSC's purchase order / intimation. EMD of the successful Tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD.
- **6.** The successful Tenderer shall at his cost execute an Agreement with NSC on Rs 100/-non-judicial stamp paper of required value for arranging the supply as per the Terms and Conditions, sign each page of the Terms & Conditions and submit the same to NSC along with the Security Deposit.
- 7. The seed shall be fresh, processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. The supplier should arrange change of packing in NSC packing and he should submit seed testing reports at the time of packing (in case of C/S). NSC shall have the right to inspect the operations from time to time.

- **8.** The supplier and NSC will jointly arrange for the SCA's permission for change of packing the offered/accepted quantity in NSC bags (in case of C/S).
- **9.** The supplier shall make available to NSC a copy of the Release order/ Certificate issued by the state Seed Certification Agency (SCA) for each lot before delivery to NSC(in case of C/S).
- 10. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have then analyzed in NSC's Quality Control Laboratory (QCL) or any other laboratory identified by NSC. After the delivery of stock at NSC Kappalur, Madurai the lot wise sample will be drawn by Department of Agriculture for testing in STL Tamilnadu. Only the lots cleared both in the STL (Tamil Nadu) and NSC QCL lab will be finally accepted by NSC for procurement & the payment will be made only to the quantity finally procured by NSC.
- 11. NSC will supply only labels, the other packing material like printed cotton cloth bag/non woven cloth bag/Poly Pouches for Guar/PNB (Cluster Beans), Small Onion/CO.on-5, Sirukeerai Green and Araikeerai including outer packing to be arranged by Supplier and arrange Certification with concerned Seed certification Agency in NSC bags and relevant charges for certification tag, thread, lead seal, arranging packing, i.e. Seed treatment, weighment, labeling & tagging, sealing, stacking etc shall have to bear at his cost under the supervision of NSC official.
- **12.** The seed stock shall confirm to the quality and quantity specifications prescribed in Indian Minimum Seed Certification Standards 2013, as amended from time to time and shall possess good luster / physical appearance, free from ODV, insect infestation and to NSC's satisfaction.
- **13.** Supplier's failure to arrange the supply as per the terms & conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting supplier.
- 14. NSC may increase / decrease the final requirement from the quantity in the NIT. Normally, the decrease / increase may not exceed 25% of the NIT quantity. If required, NSC may repeat the order for the additional quantity within four months from the date of Security Deposit remittance. Beyond 25%, the increase will be with the consent of the supplier.
- 15. 90% payment will be released through RTGS/crossed A/c payee cheques within 30 days from the receipt of bills subject to fulfilling the requirements set out in the terms & conditions.
- **16.** NSC will retain 10% payment along with Security Deposit as retention money for 90 days.
- 17. The Supplier has to supply the seeds based on the job orders issued to the successful tenderer on F.O.R destinations to be delivered at NSC, Kappalur, Madurai shall do at his cost, and take back part or full quantity of such stock proved to be defective on receipt or at the time of sale, at the sale points specified by NSC in the job order. In the event of any dispute / complaint with reference to the seed quality, if the

- responsibility of the Supplier is proved / established, he shall bear the loss / damage, if any sustained by NSC to relevant extent.
- **18.** Conditional offers / Tenders shall not be accepted and the tenderer shall not impose any additional terms / conditions.
- **19.** NSC reserves the right to accept / reject any or all the tenders without assigning any reason what-so-ever.
- 20. In the event of any question / dispute or difference arising between NSC and the supplier on any matter covered by the Terms & Conditions or arising directly or indirectly there from or connected with the Terms & Conditions in any manner, the matter shall be referred to the Sole Arbitrator who may be appointed by the Chairman Cum Managing Director NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC and has been delegated with such powers. The Tenderer shall have no objection in this regard. Also the Courts of Delhi/ New Delhi alone shall have Jurisdiction on Adjudicate thereon.

OTHER TERMS & CONDITIONS.

- 1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The Tenderer shall be required to supply the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
- 2. 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.
- 3. NSC will not responsible for the losses incurred to the supplier / Tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
- 4. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in seed testing the Tenderer will be responsible for the consequence of violation of Seed Act and Seed Laws.
- 5. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the Tenderer shall be responsible for the legal consequence of Weights & Measures Department, if any.
- 6. The Tenderer will have to give the name of the firm, name of the processing plant, godown their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

For the Tender Use:

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Date: / / Signature of the supplier

Name(Seal) : Full Address :

:

: :

Income Tax PAN No. :
TIN No. :
Tel. No. :
Mobile No. :
Email id :

(A GOVT OF INDIA UNDERTAKING)
(CIN NO: U 74899 DL 1963 GOI 003913)
22 -C,SIDCO INDUSTRIAL ESTATE
AMBATTUR. CHENNAI-600 098

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NSC Ch	-	501			••••••	,	•••••••••••••••••••••••••••••••••••••••	
NOC CIT	iciliai				••••••	,	•••••••••••••••••••••••••••••••••••••••	
			TENDE	R FORM				
Profile	s of our com	pany/firm ar	e as under					
1. Part	iculars of the	e company/f	irm:					
S.No	Name &	Seed	Seed	Seed	Seed Prodn.		Details of	
	address of	producer's	Processing	licence	experience	PAN No.		
	the bidder	Reg. No.	plant Reg.	No.&	years		Of previous	
		with SSCA	No. & Validity	Validity			two yrs.	
Δttach	thenecessar	v valid doci	ıment in suppo	ort of claim	<u> </u> า			
Accacii	theneessar	y varia docc	ппене пт зарре	or claim				
2. Deta	ails of Past E	xperience:		•		•	•	
		Vegetable Se	eds					
S.No	during last	t 2 years		Supply details				
1	2016-17							
2	2017-18							
! 			<u>_</u>					
	ntity Offered	d:						
Crop/\	/ariety	O a sa bib		Charle Dain	+	احداداد		
1		Quantity	•	Stock Point Address for physical verification & Sampling				
			ered in		verif	ication b	t Sampling	
Guar/PNB Qtl								
Small Onion/CO.								
on-5								
Sirukeerai Green								
Araikee	erai							
4 5								
4. Regi	stration Deta	ails:						
	GST No.							
1			(i			

5. Income Tax Details:

PAN No.	Returns for last two Years (attached)		
İ	Year	Сору	

6. Particulars of Banker:

Name and Address of Banker	Type of Account	Account no.	IFSC Code	MICR No

7. EMD Details:

Banker's Name	UTR No	Amount (in.Rs.)	

^{*}Attach the entire necessary valid documents in support of claim

8. Authorization of Competent Authority to sign this Tender Document. (Copy Encl)

I hereby certify that all the information mentioned above are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management.

Date: Signature

Place:

Name : Complete Address :

:

:

Seal

Phone No. : Fax No. : E-mail

(A GOVT OF INDIA UNDERTAKING) (CIN NO: U 74899 DL 1963 GOI 003913) 22 -C,SIDCO Industrial Estate AMBATTUR, CHENNAI-600 098

Annexure - "II"

FINANCIAL BID

(FORM FOR OFFER BY TENDERERS TO BE QUOTED ON LETTER HEAD)

M/S						
 To,						
Natio 22 -C	Regional Mana nal Seeds Co , SIDCO Indus attur Chennai	rporation Lto strial Estate,				
most Onio by yo	competitive n/CO.on-5,	offer for the Sirukeerai	e Certified Green a	d/TL Seeds of (nd Araikeera	an Express", we her Guar/PNB (Cluster i on Terms and Cond	Beans), Small
			Class	Quantity offered	Rate Rs. / Qtl. (FOR) for final, cleaned / graded quantity with packing material in NSC packing	
S.No	Crop Guar	Variety PNB	Seed	(Qtls.)	In Figures	In Words
1			-		•	
	Small Onion Sirukeerai Green	Co.on-5				
•	Araikeerai Date: Place:		l		Sigr	nature
Nar Cor Sea Pho	nplete Addres	SS: : : :				
Em	ail	:				