

# NATIONAL SEEDS CORPORATION LIMITED

## राष्ट्रीय बीज निगम लिमिटेड

(A Government of India Undertaking)

**Regional office: Secunderabad**

CIN: U74899DL1963GOI003913



## (COMPETITIVE BIDDING)

### TENDER DOCUMENT FOR HIRING OF COLD STORAGE AND NON-AC SEED GODOWN

**LAST DATE&TIME FOR RECEIPT OF BIDS. : UPTO 2:00 PM ON 26.02.2019**

**DATE & TIME OF OPENING OF BIDS. : UPTO 2:30 PM ON 26.02.2019**

**NATIONAL SEEDS CORPORATION LIMITED**  
(A Government of India Undertaking)  
**SECUNDERABAD 500 017**

[rm.secunderabad@indiaseeds.com](mailto:rm.secunderabad@indiaseeds.com)

File No. Engg 3(01)/Storage/NSC-HYD/2018-19/

Dated: 04.02.2019

**Section-A**

**NOTICE INVITING TENDER**

**E-tenders** are invited from reputed Private/Co-operative and government agencies/ Companies/farms for hiring of COLD Storage and Non-AC Godowan for storage of various crop seeds around various location **for the period of 1 year ( Extendable up to 1year)** as shown below:-

S. No	District wise location	Storage	EMD (Rs)
1	Ananthpur (D), Hyderabad (D), Karimnagar (D), & Warangal (D)	Cold Storage	25,000/-
2.	Ananthpur (D), Hyderabad (D), Karimnagar (D), & Warangal (D)	Non –Ac Godown	10,000/-

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from NSC website [www.indiaseeds.com](http://www.indiaseeds.com) or NSC Procurement Portal <https://indiaseeds.eproc.in> the bidders shall have to pay **Rs.590/- with 18% GST** (Rupee one thousand One hundred Eighty only) (non-refundable) for the cost of tender by online along with the bid.

**(M. Venkat Sudhakar)**  
**Regional Manager**

## **SECTION - I**

### **INSTRUCTIONS TO TENDERER**

**1. ADVICE FOR TENDERERS:** - The tenderers are advised in their own interest to carefully read the tender document and understand their purpose unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions, as have been laid down in the tender document.

**2. ELIGIBILITY CRITERIA:** - The criteria as fixed as per the required documents in Section.III.

**3. SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. **Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.**

**4. QUOTATION OF PRICES:** - A) **Tenderer shall give the rates per unit in words as well as in figures.** There should be no alternations or over-writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Supplier. Any correction not attested in any tender form will lead to rejection of the Tender.

**The rates should be quoted for the offered items on the per Qtls basis inclusive Electricity, Security, fumigation, Spraying & taxes etc. Or per Square feet basis inclusive Electricity, Security, fumigation, Spraying & taxes etc. Lowest rate will be considered.**

**5. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:-** Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding, or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**

**6. EARNEST MONEY:** a) Each offer should essentially be accompanied by Earnest Money of **As per given in Section-A** by way of Online Payment/Demand Draft drawn of Nationalized Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Secunderabad. This Earnest Money Deposit is required irrespective of the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. The EMD shall not be entitled for any interest amount payment whatsoever. **CHEQUES WILL NOT BE ACCEPTED.**

(b) Indian manufacturers/suppliers who are **Micro Small Medium Enterprises (MSME), Small Scale units and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided they furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request 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.

**OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME )SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.**

**7. FORMAT AND SIGNING OF TENDER: -**

(a) **Tenderer** are required to submit their tender as per the prescribed proforma given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English language. Each copy of the tender should be completed in all respect and should **preferably be bound in one column.**

(b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the bid.

**8. PROCEDURE FOR SUBMISSION OF TENDER: -**

**Technical Bid** shall include technical specifications of quoted item, duly filled Tender Form – Section-III , Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of tender document , requisite EMD, profile of the company as Section-III along with documents as per the check list and other document if any in support of offer.

**Financial Bid Containing of prices as per clause-4 of Section-I of the tender document.**

**9. MODIFICATION AND WITHDRAWAL OF TENDER: -** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

**10. OPENING OF TENDER: -** The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Secunderabad. The **Technical Bid** shall be **opened on the date of opening tender** and **Financial Bids** of tender only be opened based upon an examination of the documentary evidence submitted in **Technical Bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order.**

**11. CLARIFICATION OF BIDS:-** To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

**12. FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited.

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.

(b) In case of a successful Tenderer, if tenderer fails:

- (i) To sign the contract in accordance with clause no 20(A) Section I, or
- (ii) To furnish security deposit in accordance with clause no. 20(B) of section, I.

**13. DISPUTES or DIFFERENCES:** - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “Settlement of disputes” included in Section-II.

**14. VALIDITY OF OFFER:** The tenderer shall keep their offers open for **acceptance for a period of 60 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day.

**15. AWARD CRITERIA:** - Subject to Clause No. 20, the corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**16. CORPORATION’S RIGHT OF AWARD:** - The Corporation reserve the right at the time of award of contract to restrict as per requirement without any change in price or other terms & conditions.

**17. CORPORATION’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** - The Corporation reserves the right to accept or reject any tender and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the any action.

**18. NEGOTIATION:** - There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

**19. SPLITTING OF ORDERS:** - The Corporation may decide to split the order among two or more tenderer according to exigencies of the cases at L-1 rate.

**20. CONTRACTS:**

(a) **SIGNING OF CONTRACT:** - The successful tenderers within 7 days from date of issue the Order shall **sign the agreement on Rs 100/- bond paper as per the format given in Section-IV** of the tender document. The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed by the Corporation will be part of the agreement. The cost of stamp papers for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the tenderer and send typed agreement for signature of the tenderer. The cost of stamp paper shall be recovered from the tenderer payments.

**(b) SECURITY MONEY:** - The security deposit through online or in the form of Demand Draft or irrevocable Bank Guarantee of any Nationalized Bank as per **Rs. 25,000/- for cold storage and 10,000 for Non-Ac Godown** . In case of Bank Guarantee, it shall be valid upto **31 March 2020**.

Failure of the successful tenderer to comply with the requirement of clause 20 (a) & 20 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## **21. REFUND OF EARNEST MONEY:-**

**(A) Unsuccessful tenderer:** In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in Secunderabad and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

### **(B) Successful Tenderers:**

**(i)** The successful tenderer shall **deposit the security** money by online mode or demand draft or furnish Bank guarantee in the manner NSC prescribed form towards security for the due fulfilment of the conditions of the contract and sign and date agreement as per the format given in Section -IV of the tender document.

**(ii)** After the successful tenderer has completed formalities as stated above, the earnest money deposit will be adjusted against security. No interest shall be allowed on earnest money.

**(iii)** The security deposit will be released without interest after completion of period or in case when corporation not required the Godown which will be intimated before 1 month to party, whichever is earlier.

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## **SECTION - II**

### **TERMS AND CONDITIONS OF THE TENDER**

**1. Transfer and subletting:** - Tenderer or party shall not sublet, transfer, or assign the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

**2. Indemnity:-** The tenderer shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the tenderer of the same and the tenderer shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the tenderer shall make good the amount so payable and the expenses incurred on that behalf.

**3. Signing of Agreement & Security deposit:-**

The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled **Nationalized** Bank payable at Secunderabad in favour of National Seeds Corporation Ltd.,

OR

(B) By means of Bank guarantee as per prescribed Performa, issued by any **Nationalized Bank of any branch** and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

**5.** The tenderer shall be required to furnish the competency details as enlisted below to enable the Corporation to judge the competency of the proprietor/owner/farm. The Tender will be accepted or rejected on the basis of competency details.

**6.** Godown Should be situated surrounding to Ananthpur District, Guntur District, Hyderabad district, Karimnager District, Kurnool district, Prakasham District & Warangal district having sufficient storage capacity for Ground Nut or other type of seeds for a period of ONE Year (Extendible up to One year).

**7.** EMD Of 2<sup>nd</sup> & 3<sup>rd</sup> lowest parties will be retained till the completion of tender period or till the agreement is made by L-1 Party. EMD of other unsuccessful bidder will be returned through online.

**8.** In case Godown owner fails to hand over the godown or provide the required storage space within the stipulated period as required by NSC then NSC reserves the right to forfeit the **EMD and security** deposit without any intimation.

**9. Taxes, Electricity, security, Fumigation and Spraying charges including cost of chemicals are to be borne by the party.**

10. The storage charges will be paid every month on **daily basis** storage quantity. Party have to submit the bills as per storage days of quantity with details of inwards and outwards of seeds or stocks with closing balance of last month.
11. The loading, Unloading & transportations charges will be borne by NSC.
12. The storage Godown will be inspected by NSC for ascertaining suitability of scientific storage condition of seeds before giving official order.
13. NSC will bear insurance charges of stocks stored for theft, fire or burglary in the godown.
14. The Corporation have right to accept or reject any or all the tenders without assigning any reason whatsoever.
15. **TDS will be deducted on bills @ 2% on Cold storage and @10% on non AC godown on every month or every bill.**
16. The Tenderer shall prepare the Tax invoice in the name of Concern unit I.e Kurnool, Nandyal, Guntur, Ialaguda and Warangal and submit the same along with the proof of position stocks, Inward/Outward details in respect of each crop and variety duly acknowledged on Bill by **NSC Area Manager**/representative with stamp. **If the bills received without verification, the payment of such bills will be withheld till the submission of verified documents.**

**The GST No. should be invariably indicated in the invoices.**

17. The successful Tenderer shall have to execute **the agreement on Rs.100/- stamp paper** of required value within 05 days of awarding the contract to him at his cost. The successful Supplier/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.
18. **Final agreement will be signed by Regional Manager, Secunderabad** on behalf of the Corporation. Other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by other employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as per clause No. 21 of Section-I of the tender form.
19. The Tenderer who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the tender.

**20. DEFAULT & RISK PURCHASE:-**

- A) Should the Tenderer fail to have the stock ready for delivery as aforesaid, or should the Tenderer in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or



Suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/ CMD to declare the contract at the end at the risk and cost of the supplier in every way.

In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## 21. Force majeure:-

a) Notwithstanding the provisions of tender form, the Tenderer shall not be liable for forfeiture of its Security Deposit , liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure mentioned therein below.

b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, rain touched, lacking luster, damage during transportation, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases 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.

## 22. Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract/tender shall be referred to the Sole arbitrator to be appointed by the **Chairman-cum-Managing Director of the Corporation/ purchaser** and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at New Delhi**. The court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

In case the 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 to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Bureau of Public Enterprises. The arbitration

& Reconciliation 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.

**23. Refund of Security Deposit:**

The Security Deposit will be discharged by the Corporation/purchaser and returned to the Tenderer following the date of completion of the Tenderer performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

**24. Corrupt Gifts & Payments of Commission:**

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, Tenderer, Supplier's agent or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

**25.** It is understood and agreed by the supplier, tenderer that the prices charged for Seeds supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the seeds of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs100 non judicial stamp paper. Same is to be placed in the "Technical Bid "

**26. OTHER TERMS AND CONDITIONS:-**

- A. The submitted tender will be opened at **Regional Office, NSC, SECUNDERABAD.**
- B. NSC shall not be responsible for fluctuation of the market rate. The tenderer shall be required to provide the storage at agreed rate only. The agreement can 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.
- C. 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 **hiring Storage building/Godown to more than one tenderer.**
- D. NSC may restrict order as per final requirement of Godown/Cold storage.
- E. **NSC Reserves the right to engage other parties on requirement without any objection.**
- F. The tenderer shall be responsible for State Sales Tax/Central Sales Tax/GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
- G. NSC will not be responsible for the losses incurred to the tenderer/Owner due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
- H. Godwon owner/party shall be responsible to keep the Godown/Cold storage net and clean to procet the seeds from attacks of fumigation & Insecticides. If party fails, NSC reserve the right to clean the godown of party and charges will be recovered from Godown Owner/party.
- I. The tenderer will have to give name of the firm, name of the processing plant, godowns, and their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

**SECTION-III****TENDER FORM**

ANNEXURE- A-I

**NATIONAL SEEDS CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
REGIONAL OFFICE SECUNDERABD****TECHNICAL BID / COMPETENCY DETAILS:**

01)	Name of party		
02)	Address :		
	i) Office :		
	ii) Plant :		
03)	Phone Nos:		
	i) Office :		
	ii) Plant :		
04)	Name of responsible persons to handle the business:		
	Sr.No.	Name of Person	Cell No.
	1.		
	2.		
	3.		
	4.		
	5.		
05)	Registration Certificate No.		
06)	Seed License No.		
07)	Seed Certification Agency Plant Registration No.		
08)	PAN No.		
09)	GST No.		
10)	( i ) Name and Address of Banker:		
	( ii ) Account Number :		
11)	( i ) Storage facility	a. Own Godown	----- Sq. feet
		b. Hired Godown	----- Sq. feet
	(ii)Processing facility	a. Own Machine Make _____	Capacity _____ TPH
		b. Hired Machine Make _____	Capacity _____ TPH

12) a. Since how long party is dealing in Storage activity

i. Number of Years : \_\_\_\_\_

13) Total Physical / Financial Turn over:

14) Technical / other Manpower availability details:

S. No.	Name of staff	Designation	Qualification

15) E M D Details :

16) Acceptance letter in below format to be attached in company letter head. (Copy to be uploaded in e-portal).

I have read and understood e-tender Terms & Conditions and I agree to abide by them. I hereby certified that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management. Above information is true to our knowledge and belief.

Signature of Tenderer :

Name:-

Address

Phone No

Email:

Stamp

Date: \_\_\_\_\_

**SECTION-III**

**Annexure-A-2**

**Affidavit Certificate**

I \_\_\_\_\_ (Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm has under no circumstance exceeded lowest price of identical goods given to government and semi government organizations.

I /We \_\_\_\_\_ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had provided the Storage during the last \_\_\_\_\_ years and no arbitration case pending in NSC .

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full address \_\_\_\_\_

Rubber stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

## SECTION – IV

### NATIONAL SEEDS CORPORATION LTD.

#### AGREEMENT FORM

This agreement is made on this .....between the National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the ' Godown Owner' which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the 'Corporation' with the intention of purchasing Certified seeds invited offers vide Tender No..... its own behalf (hereinafter called the 'Purchaser')

AND WHEREAS the supplier submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Purchase Order NO.....dated..... with supplier, for the supplies of seeds as per mentioned in schedule of this agreement and in purchase order no..... dated.....

AND WHEREAS the Corporation and the supplier have agreed to all the terms & conditions as contained in Section-II of Part 'A' of the tender document for Tender No..... which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase.....

#### **Settlement of Disputes:**

All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that such arbitrator had dealt with the matter at any earlier stage. If the claims involved in a dispute are of more than Rs.1.00 lakh, the arbitrator shall make a speaking award as per provisions of Arbitration Act, 1996.

In case the 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 to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Bureau of Public Enterprises. The arbitration 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.

No amendment or modifications in the terms of this agreement shall be considered valid unless NSC conveys it in writing.

IN WITNESS WHEREOF both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

**For and on behalf of the supplier**

for and on behalf of the  
**National Seeds Corporation Ltd,**

**Witness**

**1.**

**2.**

**Witness**

**1.**

**2.**



**Check list of enclosures for Technical Bid:**

- Certificate of registration of the firm.
- Seed Business License from State Agril. Deptt (if applicable)
- Partnership Deed if Partnership firm.
- Authorization /Resolution for signing of bid if it is limited company or partnership firm.
- An affidavit of ownership if proprietary firm/sole traders on letter pad.
- A copy of PAN No. & Income-tax Return for the current year & previous year.
- Copy of GST Registration No.
- If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- Affidavit certificate that not blacklisted and no arbitration case pending in this office on letter pad.
- MSME registered with NSIC Certificate with proper validity for item of rate offered.
- Other document if any in support of the tender.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.
- Balance Sheet for last Three years.
- Section-III Technical bid must be enclosed.

**Note: - In absence of any above document, tender may be considered for rejection.**

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**Section-V**

**FINANCIAL BID**  
(Form for offer by tenderers)

**To:**  
**Regional Manager,**  
**National Seeds Corporation Ltd.,**  
**SECUNDERABAD**

**From:**  
M/s. -----  
-----  
-----

Sir,

With reference to your enquiry/ advertisement in .....on dated..... we hereby quote our Most competitive offer for providing the Cold storage and Non Ac godown as per the terms Conditions provided by you. The particular of offer are given below:

S. No.	Description of seeds to be stored	Storage quantity offered in qtls	Storage Area offered in SFT	Rate offered inclusive of Electricity, Security, Fumigation, spraying & taxes etc.	
				Rate/qtls/Month	Rate/SFT
<b>Storage of Ground Nut</b>					
1	Cold Storage Godown				
2	Non Ac Godown				
<b>Storage of Other than Ground Nut</b>					
1	Cold storage Godown				
2	Non Ac Godown				

**Yours Faithfully**

**Date**

**Place**

**Authorized/ Proprietor Signature  
Name:-**

**Seal**

## PROCEDURE UNDER E-TENDERING

### INSTRUCTIONS TO APPLICANTS

#### DEFINITIONS:

- a. **C1 India Private Limited:** Service provider to provide the E-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- b. **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>.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“RFP”).

#### 1) ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) 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](http://www.cca.gov.in) ) to participate in e-tendering of NSCL.
- (ii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s.
- (iii) DSC Procurement request may be sent to [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com) for more details during NSCL working days.
- (iv) 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**. Bidder can pay registration fee through online mode (Debit Card/Credit Card/Net Banking) or Demand Draft in favour of M/s **C 1 India Private Limited** payable at Gurgaon with any scheduled bank only. Validity of Registration is 1 year.
- (v) After making the payment, Vendors have to send email intimation to Helpdesk for their profile activation. The account will be activated within 24 hours. In case the payment is not received within 7 days, the bidder login id will be blocked / barred from the tender.
- (vi) All profile activations will be done only during NSCL working days.
- (vii) No profile activation will take place during NSCL Holidays & gazetted holidays.

#### Following may be noted and to be communicated to the bidders through Tender Document –

- a) Applications can be submitted only during the validity of registration with the NSCL E-Tendering Portal being managed by C1 India Pvt. Ltd. i.e. <https://indiaseeds.eproc.in>
- b) The amendments/ clarifications to the tender, if any, will be posted on the NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>).

- c) To participate in bidding, bidders have to pay **Tender Application Fee Rs. 590/- (non-refundable)** and **EMD Rs As per section-A (refundable)** as per the amount mentioned in the tender document through online mode through Credit Card/ Debit Card/ Net Banking/ NEFT/RTGS after generating E-chalan from <https://indiaseeds.eproc.in>.(NEFT/RTGS only available for EMD)
- d) Both 'EMD' and 'Tender Application Fee' are mentioned in individual tender document as published at NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>)
- e) To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/- inclusive of all taxes** (non-refundable) through online mode only (Credit Card/Debit Card/ Net Banking).
- f) For helpdesk please contact **Help Desk Support**.

## 2) **PREPARATION & SUBMISSION OF APPLICATIONS:**

- a) Detailed RFP may be downloaded from NSCL e-tendering portal and the Application may be submitted online following the instructions appearing on the screen.
- b) Vendor can pay tender document fee Online through Internet Banking/ Debit Card/ Credit Card.
- c) **Tender Processing Fee of Rs 570/- (Five Hundred and Seventy Rupees only) inclusive of all taxes** shall be paid to C 1 India Private Limited Online only.
- d) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

## 3) **MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- a) 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.
- b) 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.
- c) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- d) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

**4) OPENING AND EVALUATION OF APPLICATIONS:**

- a) Opening of Applications will be done through **online process**.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date i.e. in the presence of the Applicants who choose to attend. This Authority will subsequently examine and evaluate the Applications in accordance with the provisions set out in the RFP.
- c) The Financial Proposal will be opened of the applicants. The date of opening of Financial Proposal will be notified later on.

**DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.