



राष्ट्रीय बीज निगम लिमिटेड,
(भारत सरकार का संस्थान)
क्षेत्रीय कार्यालय, 569/153, बरिगवाँ
कानपुर रोड, लखनऊ -226012
दूरभाष नं०: Phone No. 0522-2421826
e-mail id : rm.lucknow@indiaseeds.com,

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE, 569/153, BARIGAWAN,
KANPUR ROAD, LUCKNOW-226012
Phone No: 0522-2421832
CIN:-U74899DL1963GOI003913

क्रम सं : 1(13)/कल्चर पैकेट/एन.एस.सी./लखनऊ/2019-20

दिनांक:-11-04-2019

कल्चर पैकेट क्रय हेतु ई- निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड (भारत सरकार का उपक्रम-"मिनी रत्न " कम्पनी) के द्वारा कल्चर पैकेट क्रय हेतु ई-निविदा दिनांक 07-05-2019 को दिन के 1.00 बजे तक आमंत्रित की जाती हैं । निविदायें उसी दिन अपराह्न 02:30 बजे खोली जायेगी ।

निविदा-दाता को निविदा शुल्क ₹ 1180.00 व ई.एम.डी. ₹ 50,000.00 ऑनलाइन जमा करवानी होगी । अन्य जानकारी हेतु वेबसाइट www.indiaseeds.com या <https://eprocure.gov.in> <http://indiaseeds.eproc.in> का अवलोकन किया जा सकता है । राष्ट्रीय बीज निगम लिमिटेड के पास बिना कोई कारण दर्शाये किसी एक या सभी निविदायों को स्वीकार/अस्वीकार करने का अधिकार सुरक्षित है यदि भविष्य में निविदा संबंधी कोई बदलाव हुआ तो शुद्धि पत्र एनएससी की वेबसाइट पर ही प्रकाशित किया जाएगा ।

क्षेत्रीय प्रबंधक

NATIONAL SEEDS CORPORATION LTD.

Lucknow

**INSTRUCTIONS AND TENDER TERMS & CONDITIONS FOR PURCHASE OF CULTURE
PACKETS**

National Seeds Corporation Limited (NSC) Lucknow desires to purchase culture packets on need basis only, for its different units from reputed producers / organizers hereinafter called the Bidder / supplier, on the following terms & conditions in two bid system. The actual requirement of culture packets will be informed to L1 bidder.

INSTRUCTIONS:-

1. Instruction for online bidding is at section I.
2. Rate shall be quoted in ₹ Per Packet on FOR basis, for the net packed quantity in 200 gm Packing (exclusive of packing weight). The rate shall be all inclusive and no other claim on taxes etc. if any shall be entertained.
3. In Case L-1 party is not in position to supply the required quantity as per NIT, NSC may split order to L-2,L-3 and so on at L-1 Rate on merit basis.
4. The tender shall be accompanied by interest free EMD of ₹ 50,000/-, in online mode only. Tenders without EMD shall be rejected. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose.
5. Online tendering will be open up to 1300 hrs. on 07-05-2019 and technical bids will be opened on the same date at 1430 hrs. in the presence of those Bidders who may wish to be present. Financial Bids may be open on same day or later.
6. The supplier will submit a properly labeled / sealed representative sample of one packet culture of each item through courier/ messenger/self. The address for sending sample is **National Seeds Corporation Ltd.,569/153,Barigawan,Barabirwa,Near Hotel Piccadily Kanpur Road,Lucknow-226012**. Bidders must ensure that sample is received on or before last date and time. Tenders without the sample may be rejected.
7. The supplier's offer shall be valid for at least for 360 days and should be for at least 10,000 packets. either for single type or for all varieties. Delivery of the entire quantity offered by the bidder and agreed to by NSC should commence within 3 days of final clearance by NSC and should be completed within 10 days of NSC's final confirmation.
8. The successful bidder shall submit interest free Security Deposit @5% of total value. This deposit shall be submitted within five working days from the date of receiving the NSC's purchase order / intimation. EMD of the successful bidder can be adjusted in the security amount. Failure to submit the Security / Deposit will imply forfeiture of EMD.

9. The successful bidder shall at his own cost execute an Agreement with NSC on non-judicial stamp paper of required value (₹ 100/-) for arranging the supply as per these Terms and Conditions dully signed copy of the Terms and Conditions shall be submit to NSC along with the Security Deposit.
10. The party who is under litigation with NSC or arbitration case pending in this office or has issued / got issued a legal notice in the past shall not participate in the tender.
11. Conditional offers shall not be accepted and the tender shall not be imposed any additional term / condition.
12. All the terms and condition must be signed by the participants.
13. EMD/security money will be forfeited in case of non supply.

TERMS AND CONDITION

1. Failure to deliver less than 90% of approved quantity by NSC shall entitle NSC to impose penalty @ 10 % of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90 % benchmark. For deliberate delayed supplies, penalty of Rs.2/- per day per 100 packets may be charged.
2. The packets shall be packed as per GOI guidelines requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operations from time to time.
3. The supplier shall make available to NSC a copy of the certificate issued by the competent authority for each lot before delivery to NSC.
4. NSC/ Dept of Agriculture might draw representative samples of the final culture packets offered by the supplier and have them analyzed in NSC's Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC and only the lot cleared by the lab will be finally be accepted by NSC. If such lot does not meet the prescribed standard, NSC may refuse to make payment of the said lots quantity.
5. NSC will only provide the destination to the successful bidders.
6. Bidder fail 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 bidder.
7. NSC may increase/decrease the final requirement of the quantity in the NIT. Normally, the decrease may not exceed 25% of the NIT quantity but increase will be 100% quantity over & above to the quantity mentioned in the NIT.NSC may issue repeat orders at the final rates if require at the same terms and condition.
8. Procurement shall be done only for the quantity for which NSC has confirmed demand.
9. 90% payment will be released through RTGS within 30 days after the receipt of challan from Area Office / Department of Agriculture subject to fulfilling the requirements set out in the Terms & conditions.
10. NSC will retain 10% payment along with Security Deposit as retention money for 60 days.
11. In the event of any dispute / complaint with reference to the culture quality, if the responsibility of the supplier is proved / established, he shall bear the loss / damage, if any, sustained by NSC to the relevant extent. The bidder shall, at his cost, take back part or full quantity of such stock proved defective on receipt by NSC / delivery to NSC.
12. NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.
13. In the event of any question / dispute or difference arising between NSC and the supplier on any matter covered by these Terms & Conditions or arising directly or indirectly there from or connected with these Terms & Conditions in any manner, the matter shall be referred by the Sole Arbitrator who may be appointed by the Managing Director / Chairman, 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 bidder shall have no objection in this regard. Also the Courts of Delhi / New Delhi alone shall have jurisdiction

on adjudicate thereon. 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 NSC whose decision will be binding on both the parties.

14. NSC shall not be responsible for fluctuation of the market rate of the ordered culture packets. The bidder shall be required to supply the culture packets 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.

15. NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Chairman-cum-Managing Director further reserves the right to award contract / issue the order for supplies to more than one bidder.

16. The bidder shall be responsible for GST and income tax liabilities, if any. NSC will not carry any tax liability related with the transaction.

17. NSC will not responsible for the losses incurred to the supplier / bidder due to charge in Govt. decisions, natural calamities, which are beyond the control of NSC.

18. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in sampling the bidder will be responsible for the consequences of violation of Act and Laws.

19. The quantity of the culture packets 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 bidder shall be responsible for the legal consequences of Weights & Measures Department, if any.

20. The bidder will have to give name of the firm, name of the processing plant, godowns their postal addresses, and telephone/Fax Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

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INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

Section-1

- **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>.

I. 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 under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-7291981138 for DSC related queries or can email at nalini.lata@c1india.com
- 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 ₹ 3416/- inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- 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 ₹ 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37**, nsclsupport@clindia.com.

- It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- 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.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- The Bidder may modify, substitute or withdraw it's 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 it's e-bid.

IV. OPENING 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.

V. DISCLAIMER :

- The vender must read all the instruction in the RFP and submit the same accordingly.

PART – A

PROFORMAT FOR TECHNICAL BID

S. No.	Culture Packets producer's Regn. No and it's validity	Manufacturing plant Reg. No, and it's validity	Sale permission Licence No. and it's validity	Culture Prod. Experience years	GST No.	PAN No.	Details of prodn. of previous two years	Qty. offered for supply Nos.)
1.	2.	4.	5.	6.	7.	8.	9.	10.

PART – B

PROFORMA FOR FINANCIAL BID

S. No.	Type of culture packets	Quantity Offered (Nos.)	Rate ₹./Pkt.(200 Gram, FOR- in NSC packing with tax)	
			In Figures	In Words
1.	Culture packets (Rizobium)			
2.	Culture packets (PSB)			