



# **NATIONAL SEEDS CORPORATION LIMITED**

**A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)**

**REGIONAL OFFICE: CHENNAI (CINNO:U74899DL1963GOI003913)**

## **TERMS & CONDITIONS OF TENDER CONTRACT FOR SUPPLY OF PADDY / UMA SEEDS**

**TENDER SHOULD BE SUBMITTED IN ONLINE MODE ONLY**

Date/ Time of Downloading the Tender	- 11.10.2019
Date / Time of Closing of Tender	- 24.10.2019 / 14.00Hrs.
Opening of Tender(Technical Bid)	- 24.10.2019 / 14.30Hrs.
Opening of Tender (Financial Bid)	- Immediately (After Evaluation of Technical Bid)
Cost of Tender Form (Non-Refundable)	- Rs.1000/-(One Thousand Only)

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**National Seeds Corporation Limited**  
(A Government of India Undertaking)  
**REGIONAL OFFICE: CHENNAI**  
22-C,SIDCO INDUSTRIAL ESTATE AMBATTUR ,CHENNAI-600 050

**NOTICE INVITING E-TENDER**

No.4 (2-OS-PRODN) / NSC-CHN/2019-20

Dated: 10.10.2019

National Seeds Corporation Limited, Regional office, Chennai invite tenders through e-tendering for purchase of Paddy / Uma seeds C/S or T/L from reputed seed producers.

<b>Particulars</b>	<b>Details</b>
Name of the tender	Purchase of Paddy / Uma CS/TL seeds.
Quantity Required	10000 Qtls
FOR Destination for supply	Kerala State
Date of issue of NIT	11.10.2019
Tender Document Download Start Date/time from website <b><a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a></b>	11.10.2019
Tender Document Download End Date/time	24.10.2019 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 11.10.2019 to 24.10.2019 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	24.10.2019 at 14.30 Hrs.
Tender Fee (To be deposited online)	Rs.1000(One Thousand only)
EMD (To be deposited online)	Rs.5,00,000/-(Rs.Five Lakhs Only)
Address for Communication	National Seeds Corporation Limited, Regional office, 22-C,SIDCO Industrial Estate, Ambattur,Chennai-600 050
Clarification required if any the Contact Person is Manager(Marketing) during working days from 11.10.2019 onwards to 14.00 Hrs. on 24.10.2019	Manager(Marketing) <i>Email:nscchennai.mktg@gmail.com</i> <i>Ph.044-26256192,</i> <i>Mobile 9840921860</i>

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.

Regional Manager

# PART – I

# NATIONAL SEEDS CORPORATION LIMITED - CHENNAI

## 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](http://www.cca.gov.in)) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. facilitates for procurement of Class-III DSC’s. DSC Procurement request may be sent to [jatin.kalra@c1india.com](mailto: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](mailto: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](mailto: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 –II

# **NATIONAL SEEDS CORPORATION LIMITED**

**(A GOVT OF INDIA UNDERTAKING)**

**(CIN NO: U 74899 DL 1963 GOI 003913)**

**22 C-SIDCO INDUSTRIAL ESTATE**

**AMBATTUR, CHENNAI-600 050**

## **E- Procurement Tender**

### **For Supply of Paddy / Uma Seeds**

National Seeds Corporation Limited (NSC) desires to purchase Paddy / Uma CS / TL Seeds in two bid system.

### **Procedure for submission of e-tender:**

Each Tenderer shall submit in two parts.

1. **TECHNICAL BID:** The Technical Bid shall be submitted as per Annexure – “I”, this contains the details of organisation, company profile, details of experience, EMD etc.
2. **FINANCIAL BID:** The Financial Bid for supply of Paddy /Uma 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 Paddy / Uma Seeds

1. **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 in Kerala** 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 exclusive of packing material (Jute bags and Labels), and inclusive of processing/packing charges and No other claim on taxes etc., if any liable, shall not be entertained.  
The tender shall be accompanied by interest free **EMD of Rs. 5,00,000/-** for offered in the form of Online / E- Challan from <https://indiaseeds.eproc.in>. Tenders without EMD will 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.
2. Tenderer may upload their bid up to 2.00 PM. on 24.10.2019 and technical bids will be opened on the same date at Regional office NSC Ambattur Chennai at 2.30 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.
3. The Supplier's offer shall be valid at least for 120 days and should be for at least 25 % of requirement of the relevant Crop/variety. 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 NSC 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.
4. The successful Tenderer shall remit interest free Security Deposit at the rate of 5% on total value of supply at approved rate. This deposit shall be, remitted within five working days from the date of receiving the NSC's intimation. EMD of the successful Tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD.
5. 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.
6. 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.
7. 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).
8. 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).
9. 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. **The payment will be made only to the quantity finally procured by NSC.**
10. NSC will supply only Jute Bags & labels. The Supplier has to arrange Certification with concerned Seed Certification Agency in NSC bags and relevant charges for arranging packing, Certification tag, thread, lead seal etc should be bear by supplier.
11. Seed treatment, weighment, labeling & tagging, sealing, stacking etc shall have to bear by supplier.

12. The seed stock shall conform 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 increase may be up to 100% 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 100%, 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 after completion of supply as per terms and conditions.
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 in Kerala State. The supplier has to 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 whatsoever.
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.
21. 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 and tender cost deposit provided they furnished photo copy 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, will not be provided to those small scale units who are registered under the old registration scheme which were extended upto 30th June, 1981, only. In this regard a written request is to be made by the bidder. However, successful tenderer have to deposit the Security Deposit.

#### **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 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.	:
GST No.	:
Tel. No.	:
Mobile No	:
E-mail	:

**NATIONAL SEEDS CORPORATION LIMITED**  
**(A GOVT OF INDIA UNDERTAKING)**  
**(CIN NO: U 74899 DL 1963 GOI 003913)**  
**22 –C,SIDCO INDUSTRIAL ESTATE AMBATTUR, CHENNAI-600 050**  
**TECHNICAL BID**

**Annexure - I**

To

From .....

The Regional Manager

.....

NSC Chennai

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.....

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**TENDER FORM**

Profiles of our company/firm are as under

1. Particulars of the company/firm:

S.No	Name & address of the bidder	Seed Processing plant Reg. No. & Validity	Seed licence No.& Validity	Seed Prodn. experience in years	PAN No.	GST

Attach

the necessary

valid document in support of claim

2.Details of Past Experience:

S.No	Details of seed produced for the Past Three years			Name and address of Department /Organization/ FIRM to whom seed supplied
	Year	Crop/Variety	Qty in Qtls	
1	2016-17			
2	2017-18			
3	2018-19			

3. Quantity Offered:

Crop/Variety	Class Of Seed	Quantity offered in Qtl	Stock Point Address for physical verification & Sampling
Paddy / Uma	CS		
Paddy / Uma	TL		

4. Registration Details:

GST No.		

5. Income Tax Details:

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

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:  
Place:

Signature

Name-  
Complete Address:

Seal :  
Phone :  
Mobile :  
Email :

**NATIONAL SEEDS CORPORATION LIMITED**  
**(A GOVT OF INDIA UNDERTAKING)**  
**(CIN NO: U 74899 DL 1963 GOI 003913)**  
**22 –C, SIDCO Industrial Estate AMBATTUR, CHENNAI-600 050**

Annexure-II

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**FINANCIAL BID**  
**(FORM FOR OFFER BY TENDERERS TO BE QUOTED ON**  
**LETTER HEAD) From M/S \_\_\_\_\_**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To,  
 The Regional Manager  
 National Seeds Corporation Ltd  
 22 –C, SIDCO Industrial Estate,  
 Ambattur Chennai-600 050  
 Sir,

With reference to your advertisement in the “Indian Express”, we hereby quote our most competitive offer for the supply of Paddy /Uma Seeds on Terms and Conditions provided by you. The particulars of offer are given below:

S.No	Crop	Variety	Class of Seed	Quantity offered (Qtls.)	Rate Rs. / Qtl. (FOR in Kerala State) for final, cleaned / graded quantity in NSC packing excluding jute bags & NSC label cost.	
					In Figures	In Words
1	Paddy	Uma	C/S			
2	Paddy	Uma	T/L			

Date:  
 Place:

Signature

Name-  
 Complete Address:  
 Seal :  
 Phone :  
 Mobile :  
 Email :

**Undertaking by Bidder for black listing and relationship with NSC employee**

**Annexure - III**

The Regional Manager  
National Seeds Corporation Limited  
CHENNAI

Sir,

This is in reference to your Tender Notice published for supply of Seeds. In this connection, I wish to undertake that our firm is neither blacklisted by any of the firm nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature \_\_\_\_\_

Address & Stamp:

**NATIONAL SEEDS CORPORATION: CHENNAI**  
**CHECKLIST FOR THE TENDERER**

S.No	Particulars
1	Check the tender is submitted in Two Bid system, separately for Technical and Financial Bid
2	Tender fee Rs 1000/-(To be deposited online)
3	EMD (To be deposited online) RS.500000-
4	Tender form is complete and not conditional
5	Under taking that the firm is neither black listed nor having any relationship with employees, to be submitted as per Annexure – III
6	GST copy and PAN card copy
7	Authority letter duly signed by the competent authority.
8	Income tax return for the last 3 years
9	Bank Account details ( enclose copy)
10	Past Three years experience details