



NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)

PLOT NO. 24, INDUSTRIAL AREA, PHASE – IX,

REGIONAL OFFICE: MOHALI- CHANDIGARH

(CIN NO: U 74899 DL 1963 GOI 003913)

TERMS & CONDITIONS OF TENDER/ CONTRACT

FOR

SUPPLY OF PEAS AP-1/AP-3 ; ARKEL & PB-89 CS SEED

TENDER SHOULD BE SUBMITTED ON LINE & OFF LINE IN TWO BIDS SYSTEM

DATE & TIME FOR DOWNLOADING THE TENDER	11.04.2020
DATE & TIME FOR RECEIPT OF BIDS	20.04.2020 Up to 2.00 p.m.
DATE & TIME FOR OPENING OF TECHNICAL BIDS	20.04.2020 at 3.00 p.m.
DATE & TIME FOR OPENING OF FINANCIAL BIDS	20.04.2020 at 4.00 p.m.
COST OF TENDER FORM (Non refundable)	Rs. 1180/-
CONTACT DETAILS	0172-2214388, 0172-2215388

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National Seeds Corporation Limited
(A Government of India Undertaking-Mini Ratna Company))
Plot No.24, Phase No.9, Industrial Area
Regional Office: Mohali-Chandigarh
Phone No.0172-2214388/2215388

No. III (Peas Outsourcing)/Mktg./NSC/CHD/20-21

Dated: 10/04/2020

NOTICE INVITING TENDER

National Seeds Corporation (A Govt. Of India Undertaking) Mohali invites **Online / Offline** Tenders in two bids system (Technical & Financial) towards purchase of **7000 Qtls. Peas AP-1, 6000 qtls -Peas AP-3 ; 2500 Qtls. Peas Arkel and 1500 Qtls. Peas PB-89 Certified seed.** Therefore interested parties are requested to **submit their offers online/offline up to 2.00 PM on 20.04.2020** at NSC, Regional Office, Plot No.24 Phase-9 Industrial Area Mohali & after that tender shall be opened on same date & venue at 3.00 PM in the presence of Tenderers if any. **Minimum quantity offered should be 2000 Qtls. each of Peas AP-1 & Peas AP-3 and 1000 Qtls. of Peas Arkel and 500 Qtls. For Peas PB 89 or 5000 qtls for all the varieties put together.**

Accordingly Tender Form; details of Terms & Conditions can be obtained from website www.indiaseeds.com & <https://indiaseeds.eproc.in> for online and for offline from National Seeds Corporation Limited, Regional Office – Plot No. 24, Phase-9, Industrial Area, Mohali such parties have to deposit by DD or RTGS of **Rs.1180/- (Including GST) being cost of Tender documents.** The undersigned reserves the right to accept/cancel all or any Tender without any reason. **Any further corrigendum(s) to this tender shall be published only in our e-portals <https://indiaseeds.eproc.in>**

Particulars	Details
Date of issue of NIT	10.04.2020
Tender Document Downloading Date	11.04.2020
Cut off Date & time for submission of online bid	20.04.2020 up to 02:00PM (14.00hrs)
Date and time of opening of Technical Bid and Price Bid via Online/Offline mode at NSC, RO	20.04.2020 at 3.00PM (15.00 hrs) 20.04.2020 at 4.00PM (16.00 hrs)
Tender Fee including GST (To be deposited online/through DD payable at NSC Ltd Mohali)	Rs. 1180.00 (One Thousand One Hundred Eighty Only)
EMD (To be deposited online/Offline DD payable At Mohali.)	Rs.15,00,000/- (Fifteen lakh Only)
Address for Communication	National Seeds Corporation Limited Plot no.24 Phase-9, Industrial Area, Mohali – 160062
Contact Person (with Phone No & E-Mail)	Email:nsc.chd.mktg@gmail.com Ph.0172-2214388 / 0172-2215388

This Tender Document contains Three Parts

PART A : Background, Job requirements, Deliverables and other operational aspects, Eligibility criteria, (SECTION-I for ONLINE/OFFLINE MODE & SECTION II Instructions to Tenderers & SECTION III General Terms and Conditions).

PART B : Annexes/Formats for Bid Submission & other formats.

PART C : Annexure – III (Agreement)

Regional Manager

NATIONAL SEEDS CORPORATION LTD.

SECTION – I

INSTRUCTIONS TO BIDDER – OFFLINE MODE

The bidders who want to participate in tender in offline mode, may purchase the Tender Form by paying **Rs. 1180/- (Rupees One Thousand One Hundred Eighty only)** towards cost of Tender Form – through cash or DD or online in the name of National Seeds Corporation Limited, Mohali. The receipt towards purchase cost of Tender Form along with EMD must be submitted with the Technical Bid.

In offline mode, the sealed offers should be submitted in two bid form – Technical Bid & Financial Bid. The bids should be submitted in two sealed envelopes: **A – Technical Bid; B – Financial Bid**. Both the envelopes **A & B** should be kept in a sealed envelope super scribed as “**OFFLINE TENDER FOR SUPPLY OF PEAS SEEDS**” and dropped in the tender box before stipulated time at National Seeds Corporation Limited, Plot No. 24, Phase 9, Industrial Area Mohali.

INSTRUCTIONS TO 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>.

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- 8130606629 for DSC related queries or can email at vikas.kumar@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 Rs. 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 Rs. 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@c1india.com.
- It is highly recommended that the bidders should not to 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.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted online mode following the instructions appearing on the screen / NIT. For offline submission, tender form along with terms and conditions may be obtained and submitted at Regional Office.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card and for offline through cash or Demand draft in favour of National Seeds Corporation Limited, Mohali.
- 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 its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

- Opening of Applications will be done through online/offline 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/ physical 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 Financial bid will be opened of those whose Technical Bids are in order.

V. DISCLAIMER :

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

NATIONAL SEEDS CORPORATION LIMITED

SECTION - III

INSTRUCTIONS TO BIDDER

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

TENDER FEE (Non Refundable): Tender Fee Rs.1180/-(including GST) (Rupees one thousand one hundred eighty only) must be deposited online/offline DD payable at NSC Ltd Mohali mode only (As per instruction SECTION-I)

EARNEST MONEY (Refundable):

- **EMD amount @ Rs.15,00,000/- (Rupees Fifteen Lakh Only)** must be deposited before due date online / offline DD payable at NSC Ltd Mohali only (As per instruction SECTION-I).
- Exemption of Earnest Money Deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme are exempted from payment of earnest money deposit provided to 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.(Registration Certificate to be attached)

ELIGIBILITY CRITERIA: The criteria as fixed as per Part – A (Annexure – I).

SUBMISSION OF OFFER: Offer must be submitted in prescribed tender form in Online/Offline Mode. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

DELIVERY OF THE PRODUCT: As indicated in **PART –A** (Deliverables and other operational aspects)

BID OPENING AND EVALUATION: Bids will be open in Online / Offline Mode (As per instruction SECTION-I)

AWARD OF CONTRACT:

- **Award Criteria:** Purchase committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.
- **Notification of award:** Prior to the expiration of the period of bid validity Selection Committee will place a Firm order or notify the successful Bidder in writing.
- **Cancellation of Work order/ AMC Services:** NSC reserves the right to cancel the contract /AMC service at any stage (by giving the notice in writing) due to non satisfactory services of the selected firm.

CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, asks the Bidder 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

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

(a) If a Bidder withdraws its tender during the period of Tender validity specified on the Tender Form:

OR

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

(i) To sign the contract in accordance with Contract Clause (As mentioned below)

(ii) To furnish security deposit in accordance with Contract Clause (As mentioned below)

CONTRACTS:

(a) SIGNING OF CONTRACT:

The successful Bidders within 5 days from date of issue the Purchase Order, shall sign and date agreement as per the format given (**Part- C/Annexure-III**) of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in **Other Terms & Conditions at page No. 10-11** of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the Bidder and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful Bidder.

(b) SECURITY MONEY:

The Successful Tenderers **within 5 days** from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the **Security Money it can be furnished @ 5% of the value of the purchase order in shape of Demand Draft /RTGS/NEFT ONLY. EMD will be adjusted in S.D.**

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” as under.

“All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to arbitration through 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 and the arbitration shall be in English language. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

If the claims involved in a dispute are of more than Rs.1.00 lakh the arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act, 1996 as amended from time to time.

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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation 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.”

VALIDITY OF OFFER: The Bidder shall keep their offers open for acceptance for a **period of 210 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. Bidders with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Purchaser / Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected tenderers of the grounds for the purchaser’s action.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited (NSCL) desires to purchase Peas AP-1; AP-3; Arkel and PB-89 C/Seed through reputed seed producers. Each Tenderer has to submit offer in two bid system

Procedure for submission of Tender

Each Tenderer shall submit in two parts.

1. TECHNICAL BID:

The Online & Offline TECHNICAL BID shall be submitted as per PART- A (Annexure – I), this contains the details of organization, company profile, details of experience, EMD etc.

2. FINANCIAL BID:

The Online & Offline FINANCIAL BID for supply of **Peas AP-1; AP-3; Arkel and PB 89 certified seed** should quote **Rate Rs. / Qtl** basis as per **PART B (Annexure – II)**.

S. No.	Crop	Variety	Class of Seed	Quantity Required (Qtls.)	Packing Size
1	Peas	AP-1	CS	7000	10/20/30 Kg
2	Peas	AP-3	CS	6000	10/20/30 Kg
3	Peas	Arkel	CS	2500	10/20/30 Kg
4	Peas	PB-89	CS	1500	10/20/30 Kg

OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in **Rs. Per Qtl** for net final cleaned / graded certified seed packed in NSC packing (exclusive of bag weight) on Ex-godown / F.O.R. Himachal Pradesh/ J&K. / Haryana/ Punjab State. **The rates shall be all inclusive of packing material (HDPE Bags)** and no other claim on taxes etc., if any; leviable shall be entertained by NSC. **Packing material design will be provided by NSC.** In case of packing material provided by NSC, the cost of the same will be paid by tenderer.
2. The actual producers / societies / companies in whose name the production programme is registered are also eligible to participate in the tender. The tenderer can also offer the quantities of peas seeds produced through their sister concerned if any . The tenderers can offer and quote for **minimum 2000 Qtl. each of Peas AP-1 & AP3 and 1000 Qtls. for Peas Arkel & 500 qtls for Peas PB-89 or 5000 Qtl. quantity of all the varieties put together C/seed.**
3. The tender shall be accompanied with interest free earnest money deposit (EMD) **Rs. 15.00 Lakh.** EMD shall be remitted in the form of DD or through RTGS/NEFT ONLY in favour of National Seeds Corporation Ltd. Mohali. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 15 days from tender opening. The tender participants registered with NSIL / Govt. organization are exempted from EMD deposit. However security deposit will be waived off only to the extent of monetary limit. Outstanding amount, if any, of the supplier with NSC will not be considered for EMD.
4. The Tender will be opened on the scheduled date and time specified in the NIT. In case of any unforeseen reasons bid is not opened on schedule date and time, both bids Technical as well as Commercial will be opened on next day at the scheduled time.
5. The suppliers offer shall be valid at least for **210 days** from the date of opening of tender. Dispatch and delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence according to the delivery schedule given by NSC. Failure to deliver 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 deliberate delayed supplies penalty of Rs. 2/- per day per Qtl. will be charged.
6. The successful tenderer shall remit interest free **security deposit @ 5% of the total value of the supply order** at the approved rate. This **deposit shall be remitted in the form of DD or through RTGS/NEFT ONLY in favour of National Seeds Corporation Ltd. Mohali** 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. The Security deposit shall be refunded after **120 days**, subject to the deal is deemed to have been completed satisfactorily and there are no serious complaint from the farmers regarding germination and quality of the seed supplied by the tenderer.
7. The successful tenderer will execute a formal agreement with NSC on **non judicial stamp paper of requisite value** for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.
8. The seed shall be processed & packed as per NSC's requirement at the supplier's premises at his cost and expenses. NSC shall have the right to inspect the operations of processing, grading, packing, dispatches' etc. at supplier's premises/supply points from time to time. The packing material is to be arranged by the supplier at his own cost. NSC will provide the printing matter for the same. However, in case the packing material is made available by NSC, then the cost of packing material will be deducted from the amount payable to the supplier.
9. NSC will draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in any lab identified by NSC. **The lots cleared by the both STL & QCL lab will only be finally accepted by NSC.** NSC may draw samples for 25% more quantity than the offered quantity to ensure that in the event of failure of any lot in the Lab, there is no shortfall in the supply from the ordered quantity. **Further in any case, if NSC is not able to test the samples in QCL, then the seeds will be procured only on STL basis and entire responsibility of quality will lies with supplier.**
10. The Seed stock shall conform to the quality specifications, prescribed in the **Minimum Seed Certification Standards 2013(MSCS)** as amended from time to time and shall possess good physical appearance and subjected to NSC's satisfaction with regard to quality, physical & genetical status.
11. Supplier's failure to arrange the supply as per the terms and conditions will entitle NSC to Forfeit the EMD and security deposit and Firm will be black listed for future supply.

- 12 **The seed will be procured on actual requirement basis.** NSC may increase or decrease the requirement of the quantity in the NIT, if required; NSC may repeat the order for the additional quantity within six months from the date of Security Deposit remittance. The purchase order will be issued from time to time as and when the demand is received within season. The purchases will be done only against confirm indent and NSC does not guarantee 100% lifting of offered quantity.
13. **In case of so procured seed is supplied to NSC authorized dealer, 90% payment to the tenderer will be made through RTGS on the receipt of the bills and balance 10% after 90 days of receipt of suppliers bills and also subject** to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and no field complaint is received.
14. **In case of government supply, payment will be made on above ratio i.e. 90 % payment will be released within 15 days of receipt of payment against supply of seed from the concerned Govt. department and balance 10% after 90 days of receipt of bills of supplier or within 30 days of receipt of payments from the Govt Deptt. whichever is later and also subject** to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and no field complaint is received.
15. The NSC staff and the representative of Department of Agriculture, J&K; Haryana; Himachal Pradesh and Punjab State shall inspect the quality of Seed at the time of dispatch.
16. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
17. In the event of any dispute/complaint with reference to the seed quality, if any, at any stage the responsibility of the supplier is proved/ established he shall bear the loss/damage if any sustained by NSC to the relevant extent.
18. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
19. The tenderer shall make available to NSC a copy of the release order/certificate issued by SSCA for each seed lot delivered to NSC in case of certified seed.
20. The tenderer shall be responsible for GST and income tax liabilities if any. NSC will not carry any tax liability related with the transactions.
21. NSC will not be responsible for the losses incurred to the tenderer due to change in Govt. Decisions, natural calamities, which are beyond the control of NSC.
22. Quality control inspectors of the concerned State may draw the samples of the stocks. In case the stock failed in test results the tenderer will be responsible for the consequences of violation of seed act and seed laws and losses caused to NSC.
23. The weight of 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 tenderer shall be responsible for the legal consequences of weight and measurement Department.
24. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.
25. The tenderer shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to non compliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
26. The Packing size will be as given in Section – III (General Terms and Conditions of the contract) (Page No. 10) (Net weight; Exclusive of packing material) at the time of delivery to farmers.
27. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible to participate in the tender.
28. The Regional Manager reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Regional Manger further reserves the right to award contract/issue the order for supplies to more than one tenderer.
29. 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 CMD of NSC or the officer in organization holding the highest position whose decision will be binding on both the parties.
30. The Court of law situated at Delhi will have the jurisdiction in matter related to this tender or /and dispute during the performance of the contract. The seed suppliers will have to give name of the firm/individual, their postal addresses, telephone Nos., E-Mail, name of the responsible person in the tender form itself so as to make further communication.
31. The tenderer has to submit the source of planting material and Seed Directory (Farmer List).
(I have read and understood the forgoing terms and conditions and I agreed to abide by them.)

Date
Place

Signature of the tenderer
Name Address (with seal)

PART – A
Annexure – I (Technical Bid)

Owner Photo



National Seeds Corporation Limited
(A Government of India Undertaking-Mini Ratna Company)
Plot No.24, Phase No.9, Industrial Area
Regional Office: Mohali – Chandigarh

**TENDER FOR PURCHASE OF PEAS AP-1; PEAS AP-3; PEAS ARKEL & PEAS PB-89 C/S
THROUGH OUTSOURCING; PRODUCED OUT OF RABI 2019-20**

TECHNICAL BID / COMPETENCY DETAILS:

01.	Name of Tenderer		
02	Address:		
	i)Office:		
	ii)Plant:		
03	Phone No:		
	i) Office :		
	ii) Plant :		
04	Name of responsible person to handle the business:		
	S. 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 & Address of Banker:		
	ii)Account Number:		
11	i)Storage Facility	a)Own Godownsqft & Location.....
		b)Hired Godownsqft & Location.....
	ii)Processing Facility	a) Own Machine	CapacityTPH
		Make.....	
	b) Hired Machine	CapacityTPH	
	Make		

12. Since how long tenderer is dealing in seed production activity.

- i) Number of years
- ii) Past supply details of last 2 years (All Crops put together):

S. No.	Year	Name of Agency/Company	Total contracted quantity (in Qtls.)	Total supplied quantity (in Qtls.)	Percent supply

(If required, separate sheet be enclosed)

13. Total Physical/Financial Turn over:

S. No.	Financial Year	Physical Quantity (in Qtls.)	Financial Turnover (Turnover in Rs. Lakhs)
1	2017 - 18		
2	2018 - 19		
3			

14. Organized production of Peas during **Rabi 2019 - 20**:

S. No.	Crop / Variety	Season	Area proposed Hectares	Quantity Planned (Qtls.)	Expected Productivity per Hectare	Location of production programme District/Town
1						
2						
3						
4						

15. Quantity Offered –

S. No	Crop/Variety	Class	Quantity offered (in quintals)	Stock Point Address for physical verification & Sampling
1	Peas AP-1	CS		
2	Peas AP-3	CS		
3	Peas Arkel	CS		
4.	Peas PB-89	CS		

17. E.M.D. Details –

- i) DD/UTR No.
- ii) Bank
- iii) Amount

18. List of Enclosures: Tick (✓) Certificates enclosed.

1. Copy of valid Registration Certificate from seed Certification Agency.
2. Copy of valid Seed Business License from State Agriculture Department.
3. Copy of valid GST Certificate.
4. Photo copy of PAN Card.
5. Power of Attorney Certificate in case of Partnership Firm/ Company.
6. _____.

Above information is true to our knowledge and belief.

Signature of Tenderer

Stamp

Date: -----

AFFIDAVIT CERTIFICATE-1

I, _____(Name, Designation and Address) hereby declares that my firm / Company has not been debarred/ black listed by any of the Govt. Department / Govt. Agencies where I had supplied the goods during the last _____ years and also no arbitration case pending in NSC office.

Name_____

Designation_____

Name of the Firm/Company_____

Full Address _____

Rubber Stamp _____

Place: _____

Dated: _____

AFFIDAVIT CERTIFICATE – 2

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

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Dated: _____

Check List of enclosures for Technical & Commercial Bids

- EMD
- Certification of Registration of Firm
- 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.
- A copy of PAN No. & Income Tax Return for the current year and 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 black listed and no arbitration case pending in this office.
- MSME registered with NSIC Certificate with proper validity for items of rate offered.
- Other document if any in support of the tender.
- Each and every concerned page of tender document should be signed with stamp of authorized signatory tenderer.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt/Semi Govt. Organizations.
- Balance sheet for last Two years.
- Annual turnover of the firms should not be less than 1.5 Times of quoted value of the offer.
- Evidence of access to financial resources.

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

PART – B

ANNEXURE – II (FINANCIAL BID)

From:

M/s -----

To,

The Regional Manager
National Seeds Corporation Ltd.
Mohali – Chandigarh.

Sir,

With reference to your advertisement in the Newspaper/e-portal dated 10.04.2020 for supply of **Peas AP-1; Peas AP-3; Peas Arkel & Peas PB – 89 certified seed** as per the terms and conditions provided by you on NSC's website/ Tender document, we are pleased to offer our competitive rates as under -

S. No	Crop	Variety	Class of Seed	Packing Size (Kg.)	Tender Qty. (Qtls.)	Quantity offered (Qtls.)	Rate for final, cleaned/graded quantity in NSC PACKING (Rs. / Qtls.)			
							Ex - Godown	F.O.R. Supply		
								Haryana	Punjab	HP
1	Peas	AP-1	CS	10/20/30	7000					
2	Peas	AP-3	CS	10/20/30	6000					
3	Peas	Arkel	CS	10/20/30	2500					
4	Peas	PB-89	CS	10/20/30	1500					

Seal:

Date:

Signature of the party with Name:

Phone/Mobile No.

PART - C
ANNEXURE - III
AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-12 (hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. _____ (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing seed invited offers vide tender No. _____

AND WHEREAS the supplier submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with supplier for the supplies of seed/ material as per specifications & quantities mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in Section-III of tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

All disputes or differences 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 shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation and in the absence of MD, 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 such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1 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 sole 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.

No amendment or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

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. Mohali.

Witness

1.

2.

Witness

1.

2.

ANNEXURE - III

करार

यह करार दिनांकको **राष्ट्रीय बीज निगम लिमिटेड**, भारत सरकार का उपक्रम, जो कि कंपनी अधिनियम, 1956 के अंतर्गत निगमित है और इसका पंजीकृत कार्यालय बीज भवन, पूसा परिसर नई दिल्ली-110012 में स्थित है (इसके बाद इसे "निगम" कहा जाएगा) जिसकी अभियक्ति को शामिल अथवा छोड़कर अन्यथा संदर्भ के विरुद्ध इसके उत्तराधिकारियों जिन्हें काम सौंप गया है, को प्रथम पक्ष कहा जाएगा और

मैसर्स में स्थित है। (इसके बाद इसे "आपूर्तिकर्ता" कहा जाएगा) जिसकी अभियक्ति को शामिल अथवा छोड़कर अन्यथा संदर्भ के विरुद्ध इसके उत्तराधिकारियों जिन्हें काम सौंपा गया है, को द्वितीय पक्ष कहा जाएगा, के बीच हुआ।

चूंकि "निगम" ने बीज की खरीद के लिए अपने निविदा संख्या दिनांक के द्वारा निविदायें आमंत्रित की हैं।

और चूंकि आपूर्तिकर्ता ने अपने निविदा संख्या प्रस्तुत किया है तथा निविदा पर विचार होने एवं विचार-विमर्श करने के पश्चात, निगम ने आपूर्तिकर्ता को क्रय आदेश संख्या दिनांक में दर्शित विनिर्दिष्ट मात्रा एवं संख्या के अनुसार बीज की आपूर्ति के लिए क्रय आदेश संख्या दिनांक प्रस्तुत किया है जो कि इस करार का भाग होगा। यदि क्रय आदेश में किसी प्रकार का संशोधन होता है तो वह भी इस करार का भाग होगा।

और चूंकि निगम एवं आपूर्तिकर्ता निविदा संख्याके लिए, निविदा विवरण की धारा- III में निर्धारित सभी नियमों एवं शर्तों पर सहमत हैं, जो कि इस करार का भाग होंगे।

विवादों का निपटान

निविदा से संबंधित सभी विवाद अथवा अंतराल, ठेका अथवा शर्तों को लागू करने की व्याख्या अथवा संविदा पर प्रत्यक्ष या अप्रत्यक्ष रूपसे विवाद उठता है तो इसे विवेचना हेतु एकल मध्यस्थ/विवाचक के पास भेजा जाएगा, जोकि निगम के अध्यक्ष एवं प्रबंध निदेशक द्वारा नियुक्त किया जाएगा और अध्यक्ष एवं प्रबंध निदेशक की अनुपस्थिति में इसकी नियुक्ति निगम के सर्वोच्च कार्यपालक अधिकारी के द्वारा की जाएगी। मध्यस्थ का कार्यालय नई दिल्ली में होगा। इस मामले पर यदि किसी प्रकार के वाद-विवाद हो जाए तो तो इसका न्याय क्षेत्र सिर्फ दिल्ली या नई दिल्ली में होगा।

मध्यस्थ के पास पार्टियों की सहमति से अवार्ड का समय बढ़ाने और अवार्ड को प्रकाशित करने की शक्ति होगी। पार्टियों को मध्यस्थ की नियुक्ति पर इस आधार पर आपत्ति नहीं होनी चाहिए कि मध्यस्थ ने पूर्व में इस प्रकार के मामले निपटाए हैं। यदि विवाद में दावा रु. 1/- लाख से ऊपर का है तो मध्यस्थ को मध्यस्थता अधिनियम, 1996 के प्रावधानों के अनुसार पंच निर्णय देना होगा। यदि आपूर्तिकर्ता सार्वजनिक क्षेत्र का उद्यम है, तो उक्त धारा लागू नहीं होगी और उस मामले में निम्नलिखित धारा लागू होंगे।

किसी प्रकार के विवाद की घटना में अथवा संविदा की धाराओं पर व्याख्या संबंधी अंतराल और लागू करना, ऐसे विवाद अथवा अंतराल को किसी भी पार्टी द्वारा भारत सरकार के लोक उद्यम विभाग के सचिव, लोक उद्यम विभाग के प्रभारी द्वारा मनोनीत एकल मध्यस्थ के पास भेजना होगा। इन धारा के अंतर्गत मध्यस्था एवं समझौता अधिनियम, 1996 लागू नहीं होगा। मध्यस्थ द्वारा दिया गया अवार्ड स्वीकार करने के लिए दोनों पार्टियां बाध्य होंगे। बशर्ते कि ऐसे अवार्ड से व्यथित होने पर कोई पार्टी भारत सरकार के विधि एवं न्यायमंत्रालय, विधि मामलो का विभाग के विधि सचिव के पास अवार्ड की सैटिंग एसाइड अथवा संशोधन के लिए आगे संदर्भ के लिए भेज सकता है। ऐसे संदर्भ के पश्चात इस विवाद पर विधि सचिव अथवा विशेष/ अतिरिक्त सचिव जो भी विधि सचिव द्वारा अधिकृत होगा, का निर्णय अंतिम रूप से तथा निश्चाचक रूप से दोनों पार्टियों को स्वीकार करने के लिए बाध्य होना पड़ेगा। मध्यस्थ द्वारा सूचित अवार्ड पर हुए व्यय को दोनों पार्टियों द्वारा सामान रूप से वहन किया जायेगा।

इस करार की शर्तों में किसी प्रकार के संशोधन अथवा अशोधन विधिमान्य विचारणीय नहीं होंगे, जब तक की दोनों पार्टियों के द्वारा लिखित एवं हस्ताक्षरित न हों।

निम्नलिखित गवाहों के सामने दोनों पार्टियों ने अपने अधिकृत प्रतिनिधियों के माध्यम से उल्लिखित दिन और वर्ष पर अपने हस्ताक्षरकर दिए हैं।

आपूर्तिकर्ता की ओर से,

राष्ट्रीय बीज निगम लिमिटेड
मोहाली चंडीगढ़ की ओर से

गवाह

गवाह

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