

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)
REGIONAL OFFICE-KOLKATA(W.B.)



TERMS AND CONDITIONS OF TENDER FOR:

SUB:- PURCHASE OF QUALITY PLANTING MATERIAL

:Guava,Orange,Coconut,Sapota,Litchi,Custard-apple,Pomegranate,Pineapple,Aswagandha,Tulsi,Banana,Sal,Segun,Mehogini,Krishnachura,Akshmoni,Jhaw,Lambu,Debdaru,Arecanut,Mango, Potato,Onion etc.

TENDER SHOULD BE SUBMITTED ON LINE ONLY.

Tender Document available for on line submission upto 2.30 pm of 08-07-2020 on National Seeds Corporation Limited e-tender Portal: <https://indiaseeds.eproc.in>

Opening of the tender: Dated 08.07.2020 at 3.00 pm.
Cost of the Tender Form Rs.500/- (Rupees Five Hundred only)
Contact details:
Telephone RO-Kolkata: 033-23671077, 2361074.
Email RO-Kolkata: rm.kolkata@indiaseeds.com
Website- www.indiaseeds.com,
<https://indiaseeds.eproc.in>

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 yikas.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.

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.

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)
REGIONAL OFFICE-KOLKATA(w.B.)

No.Prodn. 3/Nursery Plants/NSC-KOL/2020-21/

Dated: 30.06.2020.

TERMS AND CONDITION FOR PURCHASE OF QUALITY PLANTING MATERIAL
NURSERY PLANTS THROUGH E-TENDER NOTICE.

National Seeds Corporation Limited(NSC) desires to purchase following Quality Planting Material Nursery Plants from reputed Nursery producers/organizers/cooperative societies and supplier herein after called as tenderer/supplier on the following terms and conditions in two bid system.

S.No.	Nursery Plant/Variety	Quantity in (Nos/ Qtls.)
1	Guava,Orange,Coconut,Sapota,Litchi, Custard-apple,Pomegranate,Pineapple, Banana,Sal,Segun,Mehogini,Krishnachura,Akshmoni,Jhaw,Lambu,Debdaru, Arecanut,Mango.	507 lakh Nos
2	Aswagandha Seeds	48 Qtls.
3	Tulsi Seeds	2.50 Qtls.
4	Potato Tubers	12000 Qtls
5	Onion Seeds	100 Qtls.

TWO BID SYSTEMS:

TERMS AND CONDITIONS:

1. The tenderer shall present the offer on his letter-head using the enclosed offer format on line . **The offer for less than 15000 Nos. Nursery Plant will not be entertained.**
2. Rate shall be quoted in per plant ***Ex-godown as well as F.O.R. destination in Odisha and W.B..*** for the healthy, and good quality with Varsity Tags . The rate shall be all inclusive and no other claim on taxes etc. if any leviable shall be entertained.
3. The Earnest Money of **Rs. 50,000.00 (Rupees Fifty Thousand only)** as mentioned in Technical Bid and cost of tender should be submitted online . Tender without EMD will be rejected. EMD of unsuccessful tenderers except the lowest three, will be returned through RTGS within 15 days of tender opening. ***EMD of the lowest three, will be returned after the entire deal is over or four months whichever is earlier.*** Outstanding amount, if any of the supplier with NSC will not be considered for the EMD purpose. Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such

works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.

4. E- Tenders shall be uploaded upto 2.30 pm of **08.07.2020**. and Technical bids will be opened on the same date and place at 3 pm, in the presence of those tenderers, who may wish to be present. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time will not be accepted. In case of any unforeseen reason, both the bids or commercial bid will be opened on next working day at 3 pm..
5. The tenderer's offer shall be valid at least for four **months (120 days)** and rates approval will be valid for **one year**. The **minimum quantity should be at least for 15000 Numbers in case of all Nursery Plant/vareity**. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th days of demand letter/despatch order issued by NSC and should be completed within 15 days. Though the confirmation/clearance can be given by NSC and agreement is executed within 5 days of confirmation/clearance, **but the lifting of Plants can be started by NSC within 5-7 days in healthy state and good physical appearance to NSC's satisfaction by the committee authorised by CA.**
6. Failure to deliver less than 90% of approved quantity to NSC shall make NSC entitled 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 plant may be charged.**
7. **The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate or Rs One lakh whichever is more, in the form of Demand Draft drawn** in favour of **National Seeds Corporation Ltd., Kolkata** or through RTGS. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/ intimation. Failure to remit the Security Deposit will imply forfeiture of EMD. The EMD deposited alongwith the tender will be adjusted against security.
8. The successful tenderer shall at his cost will execute an agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these terms and conditions, signing each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
9. The Nursery Plants should be ready in healthy, hardened, good quality with well developed root system and meeting all standard fixed by Department of Horticulture/Forest as per NSC's requirement at the supplier's Orchard/Nursery Garden/premises at his cost and expense. NSC shall have the right to inspect the operation from time to time on receipt & on delivery by NSC to Govt.

10. Sapplings should be 9 to 12 months old and about 1.5 to 2 feet in height.
11. **The material delivered will be inspected by the consignee/receiver to verify the quality and quantity of supplied plant and receipt of plant in good condition is to be enclosed along with bill. It shall be responsibility of tenderer to maintain records of supply and in case of any assistance/subsidy is obtained from Government, all relevant records of supply and transactions shall be maintained by him properly and got verified from NSC officials physically.**
12. **The plants established on Farmers fields with Zero mortality at the end of 30 days after plantation shall be considered for payment. The rate and risk in transportation such as occurrence of pest and disease, natural calamities etc. is entirely to be the tenderers responsibility.**
13. **NSC shall not responsible for any kind of physical or financial loss to supplier / tenderer / third party if happened during entire operation / process. Any loss on account of drying / damage / casualty of plants during handling, shifting, transportation, storage, any type of unrest/Bandh, civil or law & order situation, natural calamities, fire or any other natural/un-natural cause, supplier/party shall bear it all at his own and NSC shall not responsible for any such loss. No compensation/damage shall be liable on NSC in this regard.**
14. **The Plant should be minimum prescribed shoot length with sufficient leaves, developed root system, free from pest and diseases. The root ball should not disintegrate while removing the plant from RT.**
15. The tenderer shall make available to NSC a copy/report of the date of seedbed of Nursery, age, and height of Nursery for each plant delivered to NSC in case of Grafted/Budded and seedlings plant.
16. In case rejection of any plant at the destination, the supplier will replace the same as per his own risk and cost.
17. The Nursery stock shall conform to the quality specifications prescribed in the Minimum Nursery Plant standards,, as amended from time to time and shall possess good physical appearance and size/age to NSC's satisfaction.
18. Tenderer 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 tenderer.
19. 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 may be 100 % or more quantity over & above to the quantity mentioned in the NIT.

20. If required, NSC may repeat the order for the additional quantity from the date of Security Deposit remittance as the rates will be valid for one year.
21. **90% payment will** be released through RTGS **& after the receipt of payment from Government Department/Institution/Dealers on submission** of bills duly verified by Area Offices subject to fulfilling the requirements set out in the Terms & Conditions.
22. NSC will retain 10% payment along with the Security Deposit as retention money for 120 days.
23. The Tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC. NSC shall not bear any responsibility in case of non acceptance or rejection of supply or any part of it at any stage from nursery site to plantationsite by any concerned Authority or Indentor due to any reason or due to any ground viz quality, standards, casuality/survival, financial and official disputes, supplier/tenderer bear all losses and if required take back the supply with his own arrangements and expenses.
24. In case if NSC is made responsible by any Authority or in Court of Law for any such event, supplier party/tenderer shall be bound to bear such responsibility and shall compensate NSC for any financial loss including court expenses or any other expenses incurred in the matter.
25. In the event of any dispute/complaint with reference to the seed plant quality, if supplier is unable to prove/establish genuineness of the supplied plants seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
26. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
27. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
28. In the event of any question/ dispute or difference arising between NSC and the supplier on any matter covered by these Terms and Conditions or arising directly or indirectly there from or connected with these Terms & Condition in any manner the matter shall be referred to the Sole Arbitrator who may be appointed by the CMD, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC at New Delhi 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 to adjudicate thereon.
29. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible for participation in the tender.
30. Suppliers failure to arrange the supply as per terms and condition will entitle NSC to forfeit the EMD and security deposit and firm may be black listed for further supply for atleast 2 years.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.plants The tenderer shall be required to supply the nursery plants 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.
2. 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 supplies to more than one tenderer.
3. 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.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible and shall bear and pay all applicable statutory Taxes, Cess, Levies, Octroi, Toll etc apart from State Sales Tax/ Central Sales Tax/ VAT and Income Tax liabilities, if any as and when applicable. NSC will not carry any tax liability related in the deal and transaction.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of plant. In case the stocks failed in test results the tenderer will be responsible for the consequences of violation of Nursery PLant Act etc.and losses caused to NSC.
8. The size and age of the plant shall be checked at any point of transaction and in case shortage found in the size and age, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Government Department , if any.
9. If any of the tenderer, wants to supply the quantities from other sister concerned, should invariably be mentioned clearcut in the tender document. The payment will be made to original/main tenderer.
10. In case L-1 bidders fails to supply of Plant due to any reason, then NSC reserve the right to place order with L-2 party on L-1 rates. In such, case the EMD of L-1 party will be forfeited and NSC reserve the right to black list the party for participating in any NIT is NSC.
11. NSC may split the order amongs next two or more tenderer after giving an order to L-1 party of its offered quantity, as well as full quantity not supplied by L-1 party in prescribed time, if any counter offer made thereafter by L-2,L-3 etc. This shall not be treated as to be negotiation.
12. The tenderer will have to give name of the firm, name of the processing plant nursery, godowns their postal addresses, telephone Nos. E.Mail, name of the responsible person in the tender form itself so as to make further communication.

13. That the Tenderer shall abide all relevant Rules, Regulations, Act, Statutory provisions as may applicable in the supply, transactions, transportation, sale etc. He shall bear sole responsibility in case of any default in the deal. In case any Statutory Authority, Enforcement Authority or any relating Authority seeks/demand/summon any information / record like Registration/licence/transctions/Taxes etc. The tenderer shall be liable to provide the same to the satisfaction of the concerned Authority. NSC shall not accept any responsibility in the matter.

For the tenderer's use

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

Date: (Seal)

Signature of the tenderer

Name: -----

Full Address: -----

TECHNICAL BID : PART-A-1

PROFORMA FOR TECHNICAL BID

Name & Address of the bidder:

S. No	Nursery/Plant Producer's Regn. No. with NSC-TCP,forest,or Horticulture deptt.& its validity	Nursery Plant Reg. No. & its validity	Nursery Plant License No. & its validity if any	Experience in Years	GST/ Tin PAN No.	Details of NurseryPlants produced or supplied in Prev. Two Yrs.
1	2	3	4	5	6	7

For Seeds, Registration of State Seed Certification agency to be provided along with valid Seed Licence.

2. Also as required EMD of Rs. 50,000/- (Rupees Fifty Thousand only) to be paid online.
3. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.
4. Keenly looking forward to your esteemed order.

Dated: -----
 Place -----

Signature -----
 Name -----
 Complete Address: -----

Phone No.-----
 Fax No.-----
 E.Mail -----

TECHNICAL BID : PART-A-2

Name & Address of the bidder:

Sir,

With reference to your advertisement dated 30.06.2020, we are hereby submitting details in respect of our offer as given below:

S.No.	Nursery Plant & Name of (vareity required)	Quantity Required Nos /Qtls.	Quantity Offered (Plant - Nos.) (Seeds-Qtls.)	Location of Nursery / Place of storage	Mode of Propagation /production Viz. Seedlings, Cutting, layering, budding or Grafting etc	Plant Details (Any Other)
1	Guava Gootee Graft (VNR Bihi, A Safeda, L-49)	4.30 lakh.				
2	Orange Graft/ Budded Orange (Sweet Orange, Nagpur Santra)	0.64 lakh.				
3	Coco nut Seedlings tall (ECT)	12.10 lakh.				
4	Sapota Graft (Kalipati, Cricket ball)	0.50 lakh				
5	Litchi Gootee (Muzafarpur, Bombai, Kalkatia)	0.1 lakh.				
6	Custard apple Graft (Balnagar, Arka sahan, Arka prabhat)	1.00 Lakh.				
7	Pomegranate TC (Super Bhagwa, Bhagwa)	0.95 Lakh.				
8	Pine apple Sucker (Queen)	37.5 lakh				

9	TC Banana (G-Nine,Bantal,Champa,Amrutap)	31.94 lakh				
10	Lambu	2 lakh				
11	Arecanut Seednut	6 lakh				
12	Mango Stone	12 lakh				
13	Sal	2 lakh				
14	Segun	2 lakh				
15	Mehogini	2 lakh				
16	Krishnachura	2 lakh				
17	Akshmoni	2 lakh				
18	Jhaw	2 lakh				
19	Debdaru	2 lakh				
20	Aswagandha seeds (JA-20,AA-1,Local)	48 Qtls.				
21	Tulsi seeds (CIM Soumya,Local)	2.50 Qtls.				
22	Seed Potato Tubers (K. Himalin, K.Jyoti,K. Ganga,others suited in Odisha)	12000 Qtls.				
23	Onion Seed (AFDR)	100 Qtls.				

Dated: -----
Place -----

Signature -----
Name -----
Complete Address: -----

Phone No.-----
Fax No.-----

E.Mail -----

FINANCIAL BID: PART—B

FINANCIAL BID

(Form for offer by tenderers to be uploaded on line ONLY)

From:

M/S -----

To:

The Regional Manager,
National Seeds Corporation Ltd.,
Kolkata.

Sir,

With reference to your advertisement dated 30.06.2020, we hereby quote our most competitive offer for the supply of QPM Nursery Plant as per the Terms & Conditions provided by you. The particulars of offer are given below:

S.No.	Nursery Plant & Name of (vareity required)	Quantity Required Nos /Qtls.	# Rate (Rs./plant) per healthy hardened Plant for final cleaned/good quality on zero mortality at the end of 30 days after plantation at the farmers field. (Rates in figures and in words)		
			# for Seeds, Rate in Rs./Qtl.		
			EX-GODOWN / Nursery	F.O.R In Odisha State	F.O.R In W.B. State
1	Guava Gootee Graft (VNR Bihi, A Safeda, L-49)	4.30 lakh.			
2	Orange Graft/ Budded Orange (Sweet Orange, Nagpur Santra)	0.64 lakh.			
3	Coco nut Seedlings tall (ECT)	12.10 lakh.			
4	Sapota Graft (Kalipati, Cricket ball)	0.50 lakh			
5	Litchi Gootee (Muzafarpur, Bombai, Kalkatia)	0.1 lakh.			
6	Custard apple Graft (Balnagar, Arka sahan, Arka prabhat)	1.00 Lakh.			
7	Pomegranate TC (Super Bhagwa, Bhagwa)	0.95 Lakh.			

8	Pine apple Sucker (Queen)	37.5 lakh			
9	TC Banana (G-Nine,Bantal,Champa,Amrutap)	31.94 lakh			
10	Lambu	2 lakh			
11	Arecanut Seednut	6 lakh			
12	Mango Stone	12 lakh			
13	Sal	2 lakh			
14	Segun	2 lakh			
15	Mehogini	2 lakh			
16	Krishnachura	2 lakh			
17	Akshmoni	2 lakh			
18	Jhaw	2 lakh			
19	Debdaru	2 lakh			
20	Aswagandha seeds (JA-20,AA-1,Local)	48 Qtls.			
21	Tulsi seeds (CIM Soumya,Local)	2.50 Qtls.			
22	Seed Potato Tubers (K. Himalin, K.Jyoti,K. Ganga,others suited in Odisha)	12000 Qtls.			
23	Onion Seed (AFDR)	100 Qtls.			

Yours faithfully,

Signature

Name :

(Complete Address)

Phone No.-----Fax No.-----

Seal

Date:-----

Place:-----

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

S.N.	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) Rs 500/- online	
2	EMD Rs. 50,000/- (Rupees Fifty Thousands only) online	
3	Nursery/Plant Producer's Regn. No. with NSC-TCP.forest,or Horticulture deptt.& its validity	
4	Nursery Plant Reg. No. & its validity	
5	Nursery Plant License No. & its validity if any	
6	Seed Producer's Regn. No. with SSCA & its validity (Upload documents if any)	
7	Seed License No. & its validity (Upload documents)	
8	Experience Years (Upload documents if any)	
9	Details of NurseryPlants produced or supplied in Prev. Two Yrs.	
10	Details of offered qty. etc. as per Technical Bid format Part A-2	
11	PAN Number (Copy of PAN Card)	
12	Name and addresses of the Bank:	
	i) Account No.:	
	ii) IFSC Code.	
13	Copy of registration for :-	
	i) GST	
14	Valid certificate of MSME registered with NSIC or any other body specified by Ministry of MSME (If applicable).	
15	Other document if any in support of the tender.	
16	Signed & stamped copy of each and every page of the tender documents as acceptance of all terms and conditions of the tender is to be uploaded along with technical bid	
17	Party Details- Name & Address of the Party	
18	Type of party (Supplier /Breeder Seed Supplier/ Dealer/ Distributor/ Government/Organizer/ Others)	
19	Contact Person Name	
20	Contact Person Designation	
21	Contact No.	
22	E-mail ID	

