



राष्ट्रीय बीज निगम लिमिटेड, भारत

सरकार का उपक्रम -मिनिरल कम्पनी
(CIN : U74899DL1963GOI003913)

Website: www.indiaseeds.com

केंद्रीय राज्य फार्म, जावलगेरा

तहसील: सिंधनूर, जिला: रायचूर

कर्नाटक - 584143

फोन: 08535&201246

ई-मेल : csf.raichur@indiaseeds.com,

csfrcr@gmail.com

GST No.:29AABCN8973F1Z0

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

(CIN :U74899DL1963GOI003913)

Website: www.indiaseeds.com

**CENTRAL STATE FARM
JAWALAGERA**

TQ: SINDHANUR, DISTT: RAICHUR

KARNATAKA 584 143

PHONE: 08535- 201246

E-Mail- csf.raichur@indiaseeds.com

csfrcr@gmail.com

GST No.: 29AABCN8973F1Z0



No. CSF/JWL/3(17)/Mech./2020-21

Dated: 05.01.2021

SHORT TERM TENDER SUMMARY

National Seeds Corporation Ltd., Central State Farm, Raichur invites sealed short term tender from reputed manufacturers and suppliers for supply of cement bags (OPC grade 43). The details are given below:-

1	Name of material/goods	Cement Bags (OPC grade 43)
2	Quantity	1850 bags
3	Location	Central State Farm, Raichur
4	Estimated cost	Rs. 5,55,000/-
4	Earnest money	Rs. 27000.00/-
5	Cost of tender	Rs. 1180.00 (Non-refundable)
6	Start date and time of uploading of tender	05.01.2021 10:00 Hrs.
7	Last date and time of submission of tender	12.01.2021 15:00 Hrs.
8	Date and time of opening of tender	12.01.2021 15:30 Hrs.
9	Address of communication	National Seeds Corporation Limited, CSF 2 nd -Camp, Central State Farm Jawalgera, Tq: Sindhaur, Distt: Raichur, Karnataka- 584143 e-mail:- csf.raichur@indiaseeds.com mechanical.csf@gmail.com

For any Tender related queries please contact undersigned.

Asstt. Manager (Engg.)
Mob. No.- 9483483451

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)

CENTRAL STATE FARM RAICHUR

NOTICE INVITING SHORT TERM
TENDER
FOR

SUPPLY OF CEMENT BAGS AT

CENTRAL STATE FARM, JAWALAGERA TQ SINDHANUR,
DISTT RAICHUR

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM OFFLINE
IN OFFICE OF
NSCL, CSF-Jawalgera

LAST DATE & TIME FOR :UP TO 15:00 HR. ON 12.01.2021
RECEIPT OF BIDS.

DATE & TIME OF OPENING : AT 15:30 HR ON 05.01.2021
OF BIDS.

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)

CENTRAL STATE FARM
RAICHUR

PHONES: +91-9483483451

E-mail – csf.raichur@indiaseeds.com
mechanical.csf@gmail.com

TENDER DOCUMENT

(I)	Notice inviting Short Term tender showing details of requirement	: 3-4
(II)	PART 'A'	
	Specification	: 5
(III)	PART 'B'	
1.	Instruction to Tenderer	: 6-11
2.	General terms and conditions of the contract	: 12-16
3.	Tender Form - Annexure-I, II, III & IV	: 17-29
4.	Details of Destinations	: 30

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)

CENTRAL STATE FARM
RAICHUR

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mechanical.csf@gmail.com

No. CSF/JWL/3(17)/Mech./2020-21

Dated: 05.01.2021

NOTICE INVITING SHORT TERM TENDER

Tender are invited in prescribed Tender Form from reputed manufacturers/ suppliers for supply of Cement Bags as per details given below:-

Particulars	Actual Quantity (nos.)	EMD required to be deposited (in Rs.)
CEMENT Bags ((O.P.C.), 43 Grade)	1850 Bags	27000.00

Tentative Schedule of supply

The supply should be done in three phases i.e. first phase supply will be done within 7 days of issue of Purchase Order and Second phase supply should be done after 14 days of issue of Purchase Order within 7 days and subsequently third should be done after 21 days of issue of Purchase Order within 7 days. The quantity of bags to be supplied will be intimated along with the supply order.

EMD should be paid through DD/RTGS/NEFT. Online transaction may be accepted in form of NEFT/RTGS (National Seeds Corporation Ltd, Bank- SBI, (A/C No.- 34019001808, IFSC-SBIN0007861), scan copy of transaction must be uploaded along with technical documents.

1. Bids must be submitted offline in Office of NSCL, CSF-Jawalgera on or before 15:00 hours on 12.01.2021. Technical bid will be opened on 12.01.2021 at 15:30 hours The Price bids of the commercially & technically qualified bidders shall be opened subsequently for which date and time shall be intimated separately.

Cement Bags reserved for MSEs as per Public Procurement Policy for MSEs order 2012.

The tenderer can receive the Tender form by paying the **cost for tender document of Rs.1180/-(non-refundable)** in our office and has to fill the form to participate in Short Term Tender with. The tender document can also be seen and downloaded from our website www.indiaseeds.com Payment may be done DD and on-line through RTGS/NEFT.

Bid without payment of Tender cost and EMD shall be liable for rejection. However, MSEs registered with NSIC are exempted from payment of cost of tender document & EMD. MSEs are entitled to avail the benefit of purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, subject to furnishing of the documentary proof in support of claim along with their request letter.

Head of the Farm, National Seeds Corporation Ltd., CSF Raichur reserves the right to accept or reject any or all tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website <https://indiaseeds.eproc.in>.

Last date and time for receipt of Bids
Date & Time of Opening of Bids

: Up to 15:00 hr. on 12.01.2021
: At 15:30 hr. on 12.01.2021

Asstt. Manager (Engg.)

Part-A
SPECIFICATION OF CEMENT BAGS

Specification	Actual Quantity (nos.)
CEMENT Bags ((O.P.C.), 43 Grade)	1850 Bags

Part- B
SECTION – I

INSTRUCTIONS TO BIDDER – OFFLINE MODE

1. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted following the instructions appearing on the screen/NIT.
- i) A Vendor manual containing the detailed guidelines for tendering system is also available on the portal.

2. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its 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.
- (ii) 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.
- (iii) For modification of bid, **bidder has to collect its old bid** from our office and resubmit modified bid.
- (iv) For withdrawal of bid, bidder has to collect its old bid and can withdraw its bid.

3. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through offline process.
- b) NSCL shall open documents of the Application received in physically form on the Application due date. **The price bid shall be opened for only technically qualified bidders.**

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

5. ELIGIBILITY CRITERIA :- Tenderers who are interested to supply 100% of the tendered qty. of any goods are eligible for participation in the tender. But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity.

The Tenderers may furnish the list of actual users of the item quoted, for the reference.
Copies of purchase orders secured during last two years should be enclosed (optional).

The Tenderers should enclose a copy of last two years income tax return duly acknowledged by income –Tax Department (Optional).

6. SUBMISSION OF OFFER: - Offer must be submitted Offline. The prescribed tender form is provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

7. DELIVERY OF GOODS:- The delivery period so specified in **clause no.3 of section –II** will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to **clause-16 of section-II** relating to liquidated damages which shall be binding.

8. QUOTATION OF PRICES: - Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate goods-wise indicated in part- A of the tender document and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part B of the tender document, as under:

A) The rates should be quoted for the offered items **on the basis of F.O.R. Destination door delivery inclusive of all taxes (including G.S.T., Turnover Tax Modvat etc), Duties (Cess etc), Packing & Forwarding charges, loading and unloading etc. The Octroi wherever applicable, shall be paid extra by NSC on actual basis. The inspection, Verification and Testing charges will be borne by NSC and hence these charges should not be included in the rate offered.** In case of full truck load/part load F.O.R. Destination will mean delivery at National Seeds Corporation Limited, Central State Farm- Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka at the destination station.

In case, the Corporation requires the material at some other destination station other than specified in **Section-VII** referred to above and in case the distance of such new destination station from the supplier’s place of dispatch is higher than the distance between supplier place of dispatch to the highest distance among the destination prescribed in **Section-VII** referred to above, corporation shall be postpaid to pay extra transportation charges on proportionate basis.

B) If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid.

9. EARNEST MONEY: Fixed EMD as indicated at **page no. 3 of the tender document against Cement Bags of the tendered item.** The consolidated amount of EMD for all Cement Bags quoted may be deposited by DD/RTGS/NEFT

(a) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are **Micro small medium Enterprises(MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided 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.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON “B” AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT

REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with above will be rejected by the purchaser as non responsive.

10. FORMAT AND SIGNING OF TENDER: -(a) Tenderers are required to submit their tender form as per the prescribed Proforma given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English languages. It shall be signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

11. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall attach technical specifications of quoted item, Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of Part "B" of tender document, requisite EMD, profile of the company as per Annexure-B of Section-III Part "B" along with documents as per the check list and other document if any in support of offer. All papers should be signed.

PRICE BID -Containing prices as per clause-09 of Section-I Part-B in a prescribed Proforma given in Annexure-A Section-III Part "B" of the tender document.

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

13. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

14. LATE TENDER: -After deadline for submission of tender prescribed by the purchaser, pursuant to Tender Document/any amendment will not be entertained.

15. OPENING OF TENDER: - The purchaser/Corporation will open tenders in office of NSCL, CSF-Jawalgera. The "Technical & Commercial bids" shall be opened on the date of opening tender and "Price Bids" of tender only be opened based upon an examination of the documentary evidence submitted in technical & Commercial bid for the Tenderers qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found in order, date of opening of Price bid will be informed separately.

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

17. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited if a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

Or

If tenderer fails to supply the required material as per supply schedule given at part A

18. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Section-II of Part “B” of tender document i.e. General conditions of the contract. .

19. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 60 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected

20. AWARD CRITERIA: -Subject to Clause NO. 21, the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender ,provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

21. PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: -The Purchaser/ Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% of the quantity of Cement Bags specified in the schedule of requirements without any change in price or other terms & conditions.

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

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

24. SPLITTING OF ORDERS: - The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

25. PURCHASE PREFERENCE TO MSEs: - As per Public Procurement Policy for MSEs Order 2012.

26. REPEAT ORDER:- The validity of the tender shall be extended to a period of **six months from the date of placing initial order** and it shall be open to the Purchase /Corporation to place repeat order with the supplier **on the same rates and same terms and conditions** for quantities **not more than 50% of the quantity in the initial purchase order.** Repeat Order can be exceeded **more than 50% of P.O’s quantity and beyond six months on need basis with the prior consent of the supplier.**

27. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS and the Corporation will not be responsible for reimbursing to the tenderers the Bank’s commission for en cashing the same.

(B) Successful Tenderers:

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

28. CONTRACTS:-

- a) **SIGNING OF CONTRACT :-**The successful tenderers within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -C Annexure 3 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 Section-II 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 tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer.
- b) **SECURITY MONEY: -** The Successful Tenders within 15 days from date of issue of supply order shall furnish security deposit @ 10% of the value of the supply order for execution of order. The security money shall be furnished in the form of Composite bank Guarantee OR NEFT/RTGS and should be valid upto 15 Months. Prescribed Performa for Bank Guarantee is given in Section III Annexure IV of Tender Document. Such deposit shall be for the due quality of the supply order & contract, quality cement received at farm.

Failure of the successful tenderer to comply with the requirement of terms and conditions of tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. **Transfer and subletting:** -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-**The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.
3. **Delivery:** The supply should be done in three phases i.e. first phase supply will be done within 7 days of issue of Purchase Order and Second phase supply should be done after 14 days of issue of Purchase Order within 7 days and subsequently third should be done after 21 days of issue of Purchase Order within 7 days. The quantity of bags to be supplied will be intimated along with the supply order.

The supplier shall complete the supply of Cement Bags at National Seeds Corporation Limited, Central State Farm - Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka as per supply order and schedule.

In case of repeat order, supply of entire quantity shall be made as per repeat order.

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by the consignee shall be final for the purpose of calculating delivery period.

4. INSPECTION & TESTING:-

(A) Cement Bags :

The Purchaser /Corporation shall have the right to inspect and to test the Materials to confirm their conformity to the contract.

5. Post -Delivery Inspection & Testing:-

Post delivery samples of Materials drawn at consignee site shall be sampled and sent for testing to the designated laboratory by the Corporation by giving opportunity to the supplier for association in the sampling. In case inspected Goods does not conform to the standard of specification, the purchaser /Corporation may reject them and supplier shall either replace the rejected Material or make all alteration necessary to meet the conformity of contract free of cost to the purchaser/Corporation.

In case, any complaint in respect of test report of sample, guard samples will be preserved for six months period from the date of receipt of Test Report from Testing Lab, later on it will be disposed off.

6. Changes in specifications:

(a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation"s/ purchaser"s wishes subject to fair adjustment of prices and delivery schedule where appropriate.

(b) Right to Terminate or Alter the Contract: :

If at any time during the terms of this contract the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the material already procured or may in its option allow the suppliers to utilize the materials and make it ready for dispatch within such period as may be reasonable.

7. Marking:

The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made there-under for marking of all the Material supplied.

8. Packing:

The supplier shall provide such packing of the Material as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Supply Order.

9. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in any one or more of the following:

- i) Place of delivery. National Seeds Corporation Limited, Central State Farm- Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka

10. Warranty:

(a) The supplier warrants that the Materials supplied under this contract are new, unused, of the most recent and incorporate all recent improvements in design ,printing and materials unless provided otherwise in the contract. The supplier further warrants that the Material supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the Materials or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within two months (promptly and satisfactorily).If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

11. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ purchaser.** Subject to Clause 15, if the supplier fails to deliver any or all of the Goods within the time period(s) specified in

the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

The Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

12. Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

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

13. Force majeure:-

Notwithstanding the provisions of Clauses 15 & 16, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

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

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. Penalty Norms on account of supply the inferior quality of Cement bags (Major Plant (O.P.C.), 43 Grade.

The material should be strictly supplied to confirm their conformity to the contract, In case any deviation in technical specification reported sub standard in Test Report by designated lab, same Material shall not be consider. Further a penalty of 5 % of current/latest lot will be imposed under such case **and same to be recovered from the payments/dues of the supplier.**

15. Terms of payments:

(A) All invoices shall be prepared in quadruplicate in the name of Farm Head, National Seeds Corporation Ltd., Central State Farm Jawalgera, Tq Sindhanur Dist: Raichur. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

“The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice”.

Invoice should be prepared according to the GST norms and bear a certificate as per clause no. 13 above. Invoice to be sent in **duplicate to concerned consignees and two copies to NSCL, CSF Raichur.**

(B) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against proof of delivery of the material at destination in good condition and material testing report in all respect as per standard through **NEFT/RTGS** after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc on pro-rata basis or as decided by the Corporation. **The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure “B” Section III.**

Balance 10% of the invoice value, may be applicable shall be paid after 60 days after the satisfactory material test report received by the Testing Agency.

16. No advance payment will be made by the National Seeds Corporation, Central State Farm Raichur. Payment will be made after receive of satisfactory testing report.
17. The Farm Head reserves the right to reject the tender(s) completely or part thereof without assigning any reason.

18. Settlement of disputes:

In case any dispute arises between NSC and the Fish Seed Producer (i.e., other party) due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and Conciliation act 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The Court of Delhi shall have the jurisdiction.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such

reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

19. Corrupt Gifts & Payments of Commission:

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

20. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs. 100 non judicial stamp paper and uploaded.

SECTION-III

TENDER FORM

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 km from Jawalgera ,
Raichur, Karnataka

FROM.....
.....
.....
.....
.....
.....

Sir,

(i) I/We _____ have read the tender documents as issued by NSC, Central State Farm, Raichur. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I /We agree to keep the offer open for acceptance for a period of 60 days from the date of tender opening.

(iii) I /We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

(iv) I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery as per supply order.

I offer to supply the following items;

Item _____ Qty. applied for (full qty.) _____.

UTR No. _____ dated _____ for Rs. _____
_____ (Rupees _____

_____) paid in the name of National Seeds Corporation, Raichur payable at sindhanur towards payment of the earnest money through online DD/RTGS/NEFT

OR

We are a small scale unit registered with N S I C under ministry of MSME for item

_____ Our Registration No. is.....

(v) I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 60 days from the date of tender opening.

(b) I/we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi) I/ We have read the arbitration clause in Section-I & II of part „B“ of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**

(vii) This tender is being submitted CSF Raichur and will be opened and decided at CSF Raichur and it is agreed that the Civil Courts at New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(viii) Income tax PAN No :-(a copy is enclosed herewith).

(ix) GST Registration certificate.:(a copy is enclosed herewith).

(x) **Company profile in the prescribed proforma given in Annexure- B of Section III of part “B” of Tender Document and duly signed & stamped specification for the items of Part “A” and the terms and conditions of Section I & II of Part “B” contained in the Tender document is uploaded.**

(xi) **Rates are quoted as in the prescribed format given in Annexure “A” of Section III of Part B of Tender document**

(xii) **I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid.**

(xiii) I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted.

Thanking you,

Signature:

Place:

Name of Authorized Signatory:

Date:

Address:

Phone No: -

MobileNo.

SEAL

SECTION-III

Annexure-A

FORM FOR PRICE BID

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 km from Jawalgera
Raichur, Karnataka

FROM.....
.....
.....
.....
.....

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. ----- for the item namely-----of_____Grade/Trade. for Qty (in Nos)-----respectively. Our rates for the aforesaid Material & Qty according to your specification, Terms & Conditions are as under:

FORM FOR PRICE BID

S.No.	Material	F.O.R Unit Price (in Rs.)
Sales tax		The price quoted above is inclusive of G.S.T. , and all other taxes levied and also cost of packing, handling, local transport, loading, unloading and insurance charges etc.

We agree to the terms and conditions specified in the tender No... .. It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

Thanking you,

Signature:

Place:

Name of Authorized Signatory:-----

Date:

Address:

Phone No: -

Mobile No.

SEAL

NOTE: Our rates are F.O.R door delivery at NSCL, CSF-Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka.

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 Km, Jawalgera
Raichur, Karnataka

FROM.....
.....
.....
.....
.....

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/partnership/ Pvt. Ltd.company/society/Ltd.etc. with its Registration No.	Names& contact no. of Proprietor"s/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Registration:

GST Registration No	
----------------------------	--

3. Income tax Details::

PAN No	Returns for Last Two Years (Optional)	
	Year	Copy

4. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

5. MSME registration details:

(a) With NSIC

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

--	--	--	--	--

6. EMD

Banker's Name	UTR no.	Amount (in Rs.)

7. An undertaking on Rs 100, Non judicial stamp paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1.

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory:-----

Date:-----

Address:-----

Phone No: - Mobile No.

SEAL

Note: -All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION-III

Annexure-A-1

Affidavit Certificate

I _____(Name, Designation and Address)
hereby declare 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 no arbitration case pending in NSC office.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

AGREEMENT FORM

AGREEMENT NO.....

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

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

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

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

The supplier hereby agrees to supply and purchaser hereby agrees to purchase_____No. of Cement Bags with specifications and details as mentioned in Purchase Order.

Settlement of Disputes:

In case any dispute arises between NSC and the Fish Seed Producer (i.e., other party) due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and Conciliation act 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The Court of Delhi shall have the jurisdiction.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special

Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

No amendments 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 Central State Farm, National Seeds Corporation Ltd., 09 Km Jawalgera, Sidhanur, Raichur, Karnataka.

Witness

Witness

1.

1.

2.

2.

3.

3.

Check list of enclosures for Technical & Commercial Bids:

1. EMD, Tender fees.
2. Certificate of registration of the firm.
3. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
4. A copy of PAN No & income tax Return for the last two years (Optional).
5. Copy of GST Registration No.
6. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
7. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
8. MSME registered with NSIC, Other Authorities Certificate with proper validity for quoted item.
9. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.

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

SECTION-VII

DISPATCH DESTINATION

Cement bags shall be supplied to the National Seeds Corporation Limited, Central State Farm-Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka on the F.O.R. Basis (Door delivery at NSC's Central State Farm located 9kms from Jawalager, Tq Sindhanur Dist: Raichur).