

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional office: Secunderabad

CIN: U74899DL1963GOI003913



(COMPETITIVE BIDDING)

TENDER DOCUMENT FOR PURCHASE OF FRESH GOOD QUALITY

| | | | |
|----------------------|---------------------------|----------------|-------------|
| FODDER JOWAR | - CSH 24MF C/S | - 28000 | QTLs |
| FODDER JOWAR | - PC -6 C/S | - 2000 | QTLs |
| FODDER MAIZE | - AFRICAN TALL C/S | - 5000 | QTLs |
| FODDER COWPEA | - EC 4216 C/S | - 1000 | QTLs |
| FODDER BAJRA | - BAIF - 1 C/S | - 1000 | QTLs |

LAST DATE & TIME FOR RECEIPT OF BIDS : UPTO 14:00 Hrs ON 19.01.2021

DATE & TIME OF OPENING OF BIDS : AT 14:30 Hrs ON 19.01.2021

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
SECUNDERABAD- 500 017

rm.secunderabad@indiaseeds.com

No. 1(23)/Mktg (Fodder)/NSC-HYD/2020-21/

Date: 12.01.2020

Section-A

NOTICE INVITING TENDER

E-tenders are invited from Seed Suppliers/ Producers/ Co-operative Societies and Seed Companies for supply of **fresh good quality Certified Seeds out of fresh production duly packed and tagged in NSC bags** as shown below: -

| S. No. | Crop | Variety | Qty (Qtls) | Packing size | EMD (Rs.) |
|--------|---------------|------------------|------------|--------------|------------|
| 1 | FODDER JOWAR | CSH 24MF C/S | 28000.00 | 4 Kg | 5,00,000/- |
| 2 | FODDER JOWAR | PC -6 C/S | 2000.00 | 3 Kg | |
| 3 | FODDER MAIZE | AFRICAN TALL C/S | 5000.00 | 5 Kg | |
| 4 | FODDER COWPEA | EC 4216 C/S | 1000.00 | 3 Kg | |
| 5 | FODDER BAJRA | BAIF - 1 C/S | 1000.00 | 1 Kg | |

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from Our website www.indiaseeds.com / <http://indiaseeds.eproc.in> the bidders shall have to pay **Rs. 1180/-** including 18% GST (Rupee One Thousand and one Hundred & eighty only) (non-refundable) for the cost of tender by online along with the bid.

Last date and time of receipt of Bids : Up to 14:00 Hrs on 19.01.2021

Date of Opening of Bids : AT 14:30 Hrs on 19.01.2021

(A Britto)
Regional Manager

SECTION - I

INSTRUCTIONS TO TENDERER

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

2. ELIGIBILITY CRITERIA: - The criteria as fixed as per the required documents in Section.III.

3. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. **Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.**

4. DELIVERY OF SEEDS: - **The delivery of seeds should be completed within 20 days from the date of issuing purchase order or as per job order issued by corporation.** Only those parties should participate in tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause relating to liquidated damages which shall be binding in Section -II.

Supply should be completed in stipulated period or cut-off date. NSC will not be responsible for delay in delivery.

5. QUOTATION OF PRICES: - **A) Tenderer shall give the rates per Quintal in words as well as in figures.** There should be no alternations or over-writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Supplier. Any correction not attested in any tender form will lead to rejection of the Tender.

B) The rates should be quoted for the offered items on the basis of Ex-godown rate as well as F.O.R Andhra Pradesh inclusive of all taxes (including GST, Turnover Tax Mod GST etc), Duties (Excise, Special Excise, Cess etc), Packing & Forwarding charges, loading and unloading etc.

6. PRINTED TERMS & CONDITIONS OF TENDERING FIRM: - Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding, or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**

7. EARNEST MONEY: a) Each offer should essentially be accompanied by Earnest Money of **as per given in Section-A** by way of Online Payment/Demand Draft drawn of Nationalized Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Secunderabad. This Earnest Money Deposit is required irrespective of the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. The EMD shall not be entitled for any interest amount payment whatsoever. **CHEQUES WILL NOT BE ACCEPTED.**

➤ 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 they 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.

8. FORMAT AND SIGNING OF TENDER: -

(a) **Tenderer** are required to submit their tender as per the prescribed format 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 language. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered consequentially** and shall be signed by the tenderer or a person or person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

(b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the bid.

8. PROCEDURE FOR SUBMISSION OF TENDER: -

Technical Bid shall include technical specifications of quoted item, duly filled Tender Form –Section-III, Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of tender document, requisite EMD, profile of the company as Section-III along with documents as per the check list and other document if any in support of offer.

Financial Bid containing of prices as per clause-5 of Section-I of the tender document.

10. 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.

11. OPENING OF TENDER: - The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Secunderabad. The **Technical Bid** shall be **opened on the date of opening tender** and **Financial Bids** of tender only be opened based upon an examination of the documentary evidence submitted in **Technical Bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**.

12. 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.

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

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.

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

- (i) To sign the contract in accordance with clause no 21(A) Section I, or
- (ii) To furnish security deposit in accordance with clause no. 21(B) of section, I.

14. 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.

15. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 90 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.

16. AWARD CRITERIA:- After evaluation of technical bid the available quantity with the bidders will be verified by the representative of NSC to ensure the timely supply of seeds. The financial bids of technically qualified bidders with sufficient quantity only will be opened.

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.

17. PURCHASER's/ CORPORATION's RIGHT TO VARY QUANTITIES AT TIME OF AWARD: - The Purchaser / Corporation reserve the right at the time of award of contract to restrict as per requirement without any change in price or other terms & conditions.

18. 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 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.

19. 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.

20. 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 in case L-1 is quoted less quantity than requirement and if fail to supply the total required quantity or quoted quantity.

21. CONTRACTS:

(a) **SIGNING OF CONTRACT:** - The successful tenderers within 5 days from date of issue the Job Order shall **sign the agreement with date as per the format given in Section-V on Rs. 100 Non judicial Stamp paper as per** tender document. The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed by the Corporation will be part of the agreement. The cost of stamp papers for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp

paper on behalf of the tenderer and send typed agreement for signature of the tenderer. The cost of stamp paper shall be recovered from the tenderer payments.

(b) SECURITY MONEY: - The security deposit in the form of Demand Draft, or irrevocable Bank Guarantee of any Nationalized Bank / scheduled bank only on quoted quantity basis i. e. @ **5% Value of the quoted quantity. For seeds** to the total supplied quantity shall have to be furnished by the successful tenderers. In case of Bank Guarantee, the Bank guarantee should have validity till completion of transaction of this tender. If immediate supply of seed is warranted, 5% of security money will be deducted from the 1st Bill.

Failure of the successful tenderer to comply with the requirement of clause 21 (a) & 21(b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

22. REFUND OF EARNEST MONEY: -

(A) Unsuccessful tenderer: 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/ crossed cheque drawn on a scheduled bank payable in Secunderabad and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

(B) Successful Tenderers:

(i) The successful tenderer shall deposit the security money by demand draft or furnish Bank guarantee in the manner indicated in Section-IV of the tender document towards security for the due fulfilment of the conditions of the contract and sign and date agreement as per the format given in Section -V of the tender document.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be adjusted against security. No interest shall be allowed on earnest money.

(iii) The security deposit will be released after supplies of contract quantity within cutoff date, subject to the deal is deemed to have been completed satisfactorily and there are no serious complaints from the farmers regarding the germination and quality of the seeds supplied by the Supplier.

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SECTION - II

TERMS AND CONDITIONS OF THE TENDER

1. Transfer and subletting: - The Seed Suppliers/Producers/Cooperative Societies and Seed Companies i.e. tenderer 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 tenderer 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 tenderer of the same and the tenderer 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 tenderer shall make good the amount so payable and the expenses incurred on that behalf.

3. Signing of Agreement & Security deposit: -

The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled / **Nationalized** Bank payable at Secunderabad in favour of National Seeds Corporation Ltd.,

OR

(B) By means of Bank guarantee as per prescribed Performa, enclosed under Section-V of the tender document, issued by any Scheduled / **Nationalized Bank of any branch** and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

4. The seed produced in fresh should be cleaned, graded and processed at Mechanical Processing Plant as approved by the Seed Certification Agency. In no case hand processing material shall be accepted. Only those Supplier who have mechanized processing facilities along with spiral separator & or gravity separator need therefore to participate in the tender. For the purpose of better supervision, the Supplier will have to process all the contracted produced seed stock strictly at one location only.

5. The tenderer shall be required to furnish the competency details as enlisted below to enable the Corporation to judge the competency of the Supplier. The Tender will be accepted or rejected on the basis of competency details.

A) FACTUAL DATA:

The past performance of the tenderer in respect of seed supplies of CERTIFIED/ Truthful/ FOUNDATION SEED TO NSC during last year should be furnished in tender.

B) The reputed seed Company means it should have good image all over the state or country and should indicate about technical support for high quality production, processing and supplies of desired quantity of Certified Seeds. Please mention in competency details.

6. The Tenderer shall supply only fresh produced Certified Seeds Certified by the competent Certification Agency of the concerned State as per Indian Minimum Seed Certification Standards 2013 and also specifications of the Seed Act-1966. The seeds shall be supplied from the fresh stock and not from the revalidated stocks.

7. The Tenderer shall supply only certified seed. It will be obligatory for the successful Supplier to use good quality and standard size packing material such as HDPE/Jute Canvas/Non-woven bags for entire supplies so as to maintain uniformity of crop-wise containers.

8. The packing material bags will be borne by the supplier and design will be given by NSC. The labels will be provided by NSC, while the tenderer will provide the certification tag, thread spool, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weighing and loading at his own cost. In case NSC supplied the bags the cost will be deducted from the supplier's bill at the approved rate of NSC

No payment for packing material will be paid by NSC. NSC shall have right to inspect the operation from time to time.

9. The details of the lot(s) supplied to each consignee shall be indicated to the Corporation's Head Office / Regional Office along with the bill.

10. The Supplier/Organizer should not be a dealer/Distributor of NSC.

11. (a) The supply rate should be quoted on per Qtl basis inclusive of Packing Material for fresh processed, bagged wherever applicable on Ex-godown / F.O.R. ANDHRA PRADESH. GST & other taxes, if any, levied will have to be borne by the tenderer including market fees too.

(b) The minimum quantity for the offer will be 25% of the tendered invited quantity.

(c) The supply will commence immediately on order and should be completed by the stipulated dates as per purchase orders and is consignment basis. The seed left out after sales should be taken back by the supplier.

12. To arrange the required certified tags from SSCA, bag size and its printing approval, to obtain change of marketer permission etc. will be responsibility of the Tenderer.

13. NSC may draw representative samples of the final cleaned/ graded seed lots offered by the tenderer and will get analyzed in NSC's, Quality Control Laboratory (QCL-S) or any other laboratory identified by NSC. Only the lots cleared by both the SSCA and NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the supply order.

There should be zero tolerance on quality parameters.

14. Failure to deliver less than 90% of ordered quantity shall entitle NSC to impose penalty @ 10% of the value of the shortfall in 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. In case, Supplier fails to deliver any quantity or does not supply any quantity, NSC reserves the right to forfeit the EMD and security amount and initiate proceedings against the Tenderer as per law.

15. In case of delayed supplies, a penalty @ 1% of the value of seed delivered late per week or part thereof limited to 5%. However, NSC shall be free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.

16. During the course of supply of seed to NSC, if any losses incurred to Tenderer, NSC will not be responsible for damages, losses.

17. The responsibility of genetic purity, physical purity and germination of seed would be solely upon the Tenderer. In case of any complaint, the Tenderer would be responsible for making good losses to the farmers and/ or the NSC. For this **10 %** of the total amount payable to the Tenderer shall be retained as retention money along with security deposit which will be released after 120 days of supply and will not carry any interest.

18. The Tenderer shall prepare the Tax invoice in the name of NSC Ltd., Secunderabad in duplicate & submit the same along with the proof of delivery in respect of each consignment, duly

acknowledged on Gate Pass/ L.R. copy by NSC representative and SSCA release orders (FORM II a Certificate issued by Seed Certification Agency under Section 9 of Seed Act 1963). If these documents not enclosed with the invoice, the payment of such lots/quantities will be withheld till submission of documents though the seed is supplied/ dispatched by the Suppliers. **90% payment shall be released within 45 days or receipt of payment from the organization where NSC supplied the seed, whichever is later**, subject to fulfill the requirements set out in the terms & condition.

The Bill/ Invoice should essentially be accompanied with a Certificate incorporating that the seeds are supplied out of fresh produce and not from revalidated stocks. The invoice should also contain the lot wise details. The GST No. should be invariably indicated in the invoices.

19. The rejected seed stocks by the Corporation at their receiving ends or in the processing plants of the successful Tenderer shall not be used for resale by the supplier in the Corporation's container.

20. The successful Tenderer shall have to execute **the agreement on Rs. 100/- stamp paper** of required value within 05 days of awarding the contract to him at his cost. The successful Supplier/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.

21. Final agreement will be signed by Regional Manager, Secunderabad on behalf of the Corporation. Other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by other employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as per clause No. 21 of Section-I of the tender form.

22. The Tenderer shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arise about quality of supplied seed at any point, the Tenderer shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ MOU committee/ other court or any other authority.

23. That Tenderer should offer the variety-wise quantity & rate of supplies for fresh quality certified seed in Financial Bid.

24. The Tenderer who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the tender.

25. DEFAULT & RISK PURCHASE: -

(a) Should the Tenderer fail to have the stock ready for delivery as aforesaid, or should the Tenderer 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 MD/ 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.

26. Force majeure: -

a) Notwithstanding the provisions of tender form, the Tenderer 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 mentioned therein below.

b) 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, rain touched, lacking luster, damage during transportation, quarantine restrictions and freight embargoes.

c) 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.

27. Settlement of disputes:

All disputes 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/tender shall be referred to the 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**. 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 the arbitrator had dealt with the matter of any earlier stage.

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.

28. Refund of Security Deposit:

The Security Deposit will be discharged by the Corporation/purchaser and returned to the Tenderer following the date of completion of the Tenderer 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.

29. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, Tenderer, Supplier's agent 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.

30. It is understood and agreed by the supplier, tenderer that the prices charged for Seeds supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the seeds 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 Rs100 non judicial stamp paper. Same is to be placed in the "Technical Bid "

OTHER TERMS AND CONDITIONS: -

- The submitted tender will be opened at NSC, SECUNDERABAD.
- NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
- 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 supply to more than one tenderer.
- NSC may restrict order as per final requirement from the quantity indicated in the NIT. However, **50% additional** quantity than NIT can be ordered if agreed by Suppliers.
- The tenderer shall be responsible for State Sales Tax/Central Sales Tax/GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
- 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.
- Quality Control Inspectors of the concerned State may draw the samples of 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.
- The respective State Governments/Quality Control Inspector may draw the samples of the stock. In case the stock fails in sampling thereby the stop sale order given/ Civil suit filed with the Court, then the Supplier should lift the balance seed stock of particular lot at his own cost & risk after release by Govt. QC Deptt./Court, further he will be responsible for the consequences of violation of Seed Act 1966 and Seed Rules 1968.
- That the standard weight of seed container shall be checked at any point of transaction and in case underweight found in the container, NSC will not release payments against such supplies & Supplier shall be responsible for the Legal consequences of Weight & Measurements Laws including recovery of fine, if any.
- The tenderer will have to give name of the firm, name of the processing plant, godowns, and their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

SECTION-III

TENDER FORM
NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE: SECUNDERABD

TECHNICAL BID / COMPETENCY DETAILS:

| | | | |
|-----|--|--------------------------------|--------------------|
| 01) | Name of Supplier | | |
| 02) | Address : | | |
| | i) Office : | | |
| | ii) Plant : | | |
| 03) | Phone Nos: | | |
| | i) Office : | | |
| | ii) Plant : | | |
| 04) | Name of responsible persons to handle the business: | | |
| | Sr. 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 and Address of Banker with IFSC code : | | |
| | (ii) Account Number : | | |
| 11) | (i) Storage facility | a. Own Godown | ----- Sq. feet |
| | | b. Hired Godown | ----- Sq. feet |
| | (ii)Processing facility | a. Own Machine Make _____ | Capacity _____ TPH |
| | | b. Hired Machine Make _____ | Capacity _____ TPH |

12) a. Since how long Supplier is dealing in seed production activity

i. Number of Years : _____

ii. Past Performance Details of last 5 years (All Crops put together)

| Sr. No. | Year | Name of Agency / Company | Total contracted Quantity (in qtls.) | Total Supplied Quantity (in qtls.) | Percent supply |
|---------|------|--------------------------|--------------------------------------|------------------------------------|----------------|
| | | | | | |
| | | | | | |
| | | | | | |

(If required separate sheet be enclosed)

b. Last Year supply details to NSC under seed production program:

(Season – Kharif / Rabi)

(Qty. in Qtls.)

| Sr. No. | Crop /Variety | Stage (FS/CS) | Contracted Quantity | Actual Supply | Percent Supply | Reasons for Shortfall |
|---------|---------------|---------------|---------------------|---------------|----------------|-----------------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |

13) Total Physical / Financial Turn over:

| Sr. No | Financial Year | Physical Quantity (in Qtls.) | Financial Turnover Turnover in Rs. Lakhs |
|--------|----------------|------------------------------|--|
| 1 | 2017-18 | | |
| 2 | 2018-19 | | |
| 3 | 2019-20 | | |

14). Production details (Required a separate sheet can be used)

| S. No | Crop | Variety | Area Organized under production | Quantity of Parental seed used | Quantity of seed produced | Location of seed production | Stock point Address with contact person phone no. |
|-------|------|---------|---------------------------------|--------------------------------|---------------------------|-----------------------------|---|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |

15). EMD Details:

Above information is true to our knowledge and belief.

Signature of Tenderer:

Stamp

Date: _____

SECTION-IV

Annexure-A

Affidavit Certificate

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

I/We _____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc, where I /We had supplied the goods during the last _____ years and no arbitration case pending in NSC .

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

SECTION-IV

Annexure-B

DECLARATION

(To be uploaded with Technical Bid)

I/We have read and understood e-tender Terms & Conditions and I agree to abide by them. I hereby certified that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management. Above information is true to our knowledge and belief.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

SECTION – V
NATIONAL SEEDS CORPORATION LTD.

AGREEMENT FORM

This agreement is made on thisbetween the 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 Certified seeds 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 seeds as per 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.....

Settlement of Disputes:

All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation 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. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and 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 at any earlier stage. If the claims involved in a dispute are of more than Rs.1.00 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 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 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 NSC conveys it in writing.

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,

Witness

1.

2.

3.

Witness

1.

2.

3.

Check list of enclosures for Technical Bid:

- EMD
- Copy of valid Certificate of registration of the firm (If applicable)
- Copy of valid Seed Business License issued by State Agriculture Department.
- 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 on letter pad.
- A copy of PAN No. & Income-tax Return for the current year & previous year.
- Copy of GST Registration No.
- Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
- If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- Affidavit certificate that not blacklisted and no arbitration case pending in this office on letter pad.
- MSME registered with NSIC Certificate with proper validity for item of rate offered.
- Other document if any in support of the tender.
- Balance Sheet and IT returns for last Three years.
- Section-III Technical bid must be enclosed.
- Section-IV must be enclosed.

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

Section-VI**FINANCIAL BID**
(Form for offer by tenderers)

From:

M/s. -----

To:

**Regional Manager,
National Seeds Corporation Ltd.,
SECUNDERABAD**

Sir,

With reference to your enquiry/ advertisement inon dated..... we hereby quote our Most competitive offer for supply of **Good Quality Fodder Jowar CSH-24 MF CS, Fodder Jowar PC-6 CS, Fodder Maize - African Tall CS, Fodder Cowpea – EC 4216 CS and Fodder/ Forage Bajra BAIF-1 C/Seeds** as per the terms Conditions provided by you. The particular of offer are given below:

| S. No. | Crop | Variety | Qty Offered (Qtls) | Packing size | F.O.R. ANDHRA PRADESH inclusive all taxes and charges | | Ex-Godown Rate, Rs inclusive all taxes | |
|--------|---------------|------------------|--------------------|--------------|---|----------------|--|----------------|
| | | | | | Rs. (In Figures) | Rs. (In Words) | Rs. (In Figures) | Rs. (In Words) |
| 1 | FODDER JOWAR | CSH 24MF C/S | 28000.00 | 4 Kg | | | | |
| 2 | FODDER JOWAR | PC -6 C/S | 2000.00 | 3 Kg | | | | |
| 3 | FODDER MAIZE | AFRICAN TALL C/S | 5000.00 | 5 Kg | | | | |
| 4 | FODDER COWPEA | EC 4216 C/S | 1000.00 | 3 Kg | | | | |
| 5 | FODDER BAJRA | BAIF - 1 C/S | 1000.00 | 1 Kg | | | | |

Phone No:

.....

E-mail:

.....

Seal

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 MondaytoFriday 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.