

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING MINIRATNA COMPANY)
REGIONAL OFFICE: KOLKATA - 700091 (WB)
(CIN NO: U 74899 DL 1963 GOI 003913)

No: Prodn-1/NSC-KOL/2020-21/

Dated: 16.02.2021

" TENDER NOTICE "

National Seeds Corporation Ltd. (NSC) , REGIONAL OFFICE , KOLKATA-700091 (West Bengal) invites off line tenders (in Two Bid System) for Supply of 5000 Qtls. fresh finished product of CS category of Jute JRO) 524 Variety details below:-

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|--|--|
| 1) Name of Work | Supply of 5000 Qtls. fresh finished product of CS category of Jute JRO) 524 Variety. |
| 2) Supply Location | Kolkata |
| 3) Supply Period | Within 30 days |
| 4) Earnest Money | Rs. 100,000/- (Rupees One Lakhs only) |
| 5) Tender cost | Rs 500/- (Rupees Five hundred only) |
| 6) Last Date & Time for submission of tender | 23.02.2021 up to 14.30 hours. |
| 7) Date & Time for opening of Technical Bids | 23.02.2021 at 15.00 hours. |

1. Tender document will be available on NSC website: www.indiaseeds.com which can be downloaded or can be collected from any of the NSC offices on payment of Rs.500/- Up to 23.02.2021 till 14.00 hours.
2. The eligibility criteria for participation are given in the tender document.
3. Parties participating for Tender, EMD amount can be deposited in NSC Limited Kolkata, A/C through NEFT or can be deposited through demand draft drawn in favor of National Seeds Corporation Limited Kolkata.

Bank Details for EMD / Security Deposition through RTGS/ NEFT:

- | | |
|----------------------|------------------------------------|
| (A) A/C Name: | National Seeds Corporation Limited |
| (B) Bank Name: | State Bank Of India |
| (C) Bank Account No: | 32920585087 |
| (D) IFSC Code: | SBIN0012363 |
| (E) Branch: | Sector-V, Salt Lake, Kolkata |

4. *(Technical bid)* may be opened on 23.02.2021 at 15.00 hours.
(Price bid) will be opened on suitable date & time.
5. Tenderers should submit both Technical bid and Price bid strictly as per instructions to tenderers given in the tender documents.
6. Tender not accompanied with requisite amount of EMD & Tender cost and not submitted as per instructions contained in the tender document are liable for rejection.
7. The Corporation reserves the right to accept or reject any/all tenders without assigning any reason whatsoever and decision of the Corporation shall be final and binding on tenderer.

(P.K.Patnaik)
Regional Manager

INVITATION OF COMPETITIVE BID FOR PURCHASE OF SEED

National Seeds Corporation Limited(NSC) intends to purchase for Summer 2021 sowing the following quantities of **Certified Seed** , duly packed and tagged in NSC bags; from reputed seed producers/organizers/firms/cooperative societies and seed companies through off line tender under **two bid system**.

Sr. No.	Crop	Varieties	Class	Packing Size	Quantity (in Qtls.)
1.	Jute	JRO 524	CS	2 Kg	5000

TERMS AND CONDITIONS:

1. Rate shall be quoted in Rs./Qtl. on '**FOR-Kolkata**' & '**Ex-Godown**' basis for finally cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained.

The tender shall be accompanied with tender fee (non-refundable) of **Rs. 500/-** & interest free EMD of **Rs.100,000/- (Rupees One Lakhs Only)** to be deposited in NSC account through NEFT/RTGS or deposited through demand draft.

Tender without tender fee and EMD will be rejected. EMD of unsuccessful tenderers except the lowest bids whose offers total to 100% tendered quantity, will be returned through account payee cheque/RTGS within 45 days of tender opening. Outstanding amount if any of the tenderer with NSC will not be considered as EMD.

Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.

2. The technical bids will be opened on 23.02.2021 at 03:00 p.m. in Regional Office Kolkata followed by opening of price bids of those tenderers who qualify technically.
3. **Price negotiation : In the event of quoted price not being justifiable by management , negotiation can be called for with L-1 party.**
4. The tenderer invariably has to indicate the stock location with quantity in the financial bid. Supply orders will be issued only after **physical stock verification**. In the event of non-availability of stock at the time of physical stock verification, suitable action against the defaulting tenderer may be taken by NSC.
5. In case L-1 bidder fails to supply the total required quantities, the NSC will split the order among next two or more tenderers and any counter offer made thereafter by L-2, L-3, etc. shall not be treated as deemed to be negotiations.
6. In case L-1 bidder fails to supply the seed due to any reason then NSC reserves the right to place order with L-2 party. In such cases the EMD of L-1 party will be forfeited and the party will be **black listed** by NSC.

7. The tenderer will submit a properly labeled/sealed **representative sample of 1Kg. seed of this variety of crop at the time of submission of bid.**
8. The tenderer's offer shall be valid for at least for 90 days and supply will be completed within 1 month.
9. (a) NSC will issue letter of Intent / Purchase order to the successful bidders immediately on taking decision on the offers. NSC shall also issue need based demand Letter/ despatch order. Supply shall commence on 5th day of demand letter/despatch order issued by NSC and should be completed **within stipulated period or cut-off date.** NSC will not be responsible for supply beyond the stipulated time.

(b) The supplier shall sign an **agreement** on receipt of Letter of Intent/ Purchase Order within 5 days and deposit remit security deposit **as per clause 11** of terms and condition.
10. Failure to deliver less than 90% of approved quantity, penalty shall be imposed by NSC @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to. For delayed supplies, a penalty of Rs. 1% of 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.
11. The successful tenderer upon being called to do so, shall remit an interest free **Security Deposit of Rs.500,000/- (Rupees Five Lakh)** in form of RTGS/Demand Draft drawn in favour of '**National Seeds Corporation Limited**' payable at **Kolkata**. This deposit shall be remitted within five working days from the date of issuance of NSC's purchase order. Failure to remit the Security Deposit will imply forfeiture of EMD. The EMD of successful tenderer may be adjusted against the security deposit.
12. The successful tenderer shall at his own cost execute **an agreement** with NSC on non-judicial stamp paper of required value preferably **Rs.100/-** for arranging the supply as per these terms and conditions, sign on each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
13. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
14. **The tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags supplied by NSC / NSC bags arranged by tenderer, while NSC will issue letter to SSCA for the same, if required.**
15. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency(SSA) for each lot delivered to NSC.
16. NSC may draw representative samples of seed lots offered by the tenderer for testings in own lab. or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be accepted by NSC. NSC will draw samples for 25% more quantity than the supply order, to ensure that in event of failure of any lot in QCL there should be no shortfall in the supply from the ordered quantity.

- 17.** NSC will supply the packing material-bags and labels, while the tenderer will provide the certification tag, thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weightment and loading at his own cost. In case of non-readiness of the bags with NSC the tenderer may arrange printing of packing material after taking due permission from NSC.
- 18.** The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standards-2013 or as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
- 19.** Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange the supply of material from the next party in the tender at the cost and risk of the defaulting tenderer.
- 20.** NSC may increase/decrease the final requirement from the quantity in the NIT & seed shall be purchased only on need basis. Normally, the increase or decrease may not exceed 50% of the NIT quantity.
- 21.** If required, NSC may repeat the order for the additional quantity within four months from the date of Security Deposit remittance with mutual consent.
- 22.** 70% payment will be released through RTGS within 30 days after the receipt of bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the Terms & Conditions.
- 23.** NSC will retain 30% payment along with the Security Deposit for 120 days from the date of last supply as performance guarantee.
- 24.** The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to standard set out for the purpose.
- 25.** In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
- 26.** Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
- 27.** NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.
- 28.** In case any dispute arises between NSC and th eother 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 discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitaion & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited 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 be in English Language. The court of Delhi shall have the jurisdiction.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.
3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by CMD, NSC whose decision will be binding on both the parties as stipulated in terms and condition contained in para 28 above.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for State Sales Tax / Central Sales Tax / VAT / GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case, the stocks 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.
8. The weight of the seed container shall be checked at any point of transaction and in case any shortage is found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. The tenderer will have to give name of the firm, name of the processing plant, godowns, postal addresses, telephone Nos. E-Mail, name of the responsible person in the tender form itself so as to make further communication.

REQUIREMENTS OF TECHNICAL BID

1. Name & Address of the bidder with Phone No. and E-mail ID:
2. Seed Producer's Regn. No. with SSCA & its validity(Optional.):
3. Seed Processing Plant Reg. No. & its validity(Optional):
4. Seed License No. & its validity:
5. Seed Production Experience Years:
6. GST No.
7. Details of Seed Prodn./Supply of Prev. Two Yrs.
8. Valid certificate of MSME registered with NSIC or any other body specified by Ministry of MSME (If applicable).
9. As desired 1 Kg. true representative samples of each of the above varieties to be presented separately at the time of finalization of tender.
10. Details of Tender fee/EMD:
11. Photocopies of above items to be uploaded.

PRICE BID FORMAT

(A) Rates when packing material supplied by NSC:

Sr. No.	Crop	Variety	Class	Quantity Offered (Qtls.)	Location of the stock/ Godown	Packing Size	Packing Material Type	Rate Rs. per Quintal for final cleaned / graded quantity in NSC Packing	
								Ex-godown	FOR-Kolkata
2	Jute	JRO 524	CS						

(B) Rates when NSC Bags / packing material arranged by Tenderer:

Sr. No.	Crop	Variety	Class	Quantity Offered (Qtls.)	Location of the stock/ Godown	Packing Size	Packing Material Type	Rate Rs. per Quintal for final cleaned / graded quantity in NSC Packing	
								Ex-godown	FOR-Kolkata
2	Jute	JRO 524	CS						

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

S.N.	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) Rs 500/-	
2	EMD Rs. 1,00,000/- (Rupees One Lakh only) for supply of seeds	
3	Seed Producer's Regn. No. with SSCA & its validity (Upload documents if any)	
4	Seed Processing Plant Reg. No. & its validity (Upload documents if any)	
5	Seed License No. & its validity (Upload documents)	
6	Seed Production Experience Years (Upload documents if any)	
7	Details of Seed Prodn./Supply of Prev. Two Yrs. (Upload documents)	
8	PAN Number (Copy of PAN Card)	
9	AADHAR CARD No. (Copy of Aadhar Card)	
10	Name and addresses of the Bank:	
	i) Account No.:	
	ii) IFSC Code.	
11	Copy of registration for :-	
	i) GST	
12	Valid certificate of MSME registered with NSIC or any other body specified by Ministry of MSME (If applicable).	
13	Other document if any in support of the tender.	
14	Signed & stamped copy of each and every page of the tender documents as acceptance of all terms and conditions of the tender is to be uploaded along with technical bid	
15	Party Details- Name & Address of the Party	
16	Type of party (Supplier/Breeder Seed Supplier/ Dealer/ Distributor/ Government/Organizer/ Others)	
17	Contact Person Name	
18	Contact Person Designation	
19	Contact No.	
20	E-mail ID	