

NATIONAL SEEDS CORPORATION LIMITED

(AGOVERNMENTOFINDIAUNDERTAKING-MINIRATNACOMPANY)

REGIONALOFFICE: BANGALORE

(CINNO: U74899DL1963GOI003913)



TERMS & CONDITIONS OF TENDER CONTRACT FOR **SUPPLY OF CERTIFIED SEEDS OF MAIZE AFRICAN TALL, HYBRID FORAGE** **BAJRA (MULTICUT), FODDER HY.SORGHUM CSH 24 MF & FODDER** **COWPEA.**

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLAODING THE TENDER	:	31.05.2021 / 15.00 Hrs
DATE / TIME OF CLOSING OF TENDER	:	14.06.2021/ 15.00 Hrs
OPENING OF TENDER(TECHNICALBID)	:	14.06.2021/ 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	:	IMMEDIATELY - AFTER EVALUATION OFTECHNICAL BID.
COST OF TENDER FORM (Non Refundable)	:	Rs.1180/- (Inclusive of 18 % GST)



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161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION
LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C

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National Seeds Corporation Limited

(A Government of India Undertaking)
REGIONAL OFFICE BANGALORE
UAS CAMPUS HEBBAL
BANGALORE 560024

NOTICE INVITING E-TENDER

No.7(4) Tender/ NSC-BNG/2021-22/

Date: 28.05.2021

National Seeds Corporation Limited, Regional office, Bangalore invite tenders through e-tendering for purchase of Certified seeds of Fodder Maize African Tall, Hy.Forage Bajra Multicut , Hy.Sorghum CSH 24 MF & Fodder Cow pea from reputed seed producers.

Particulars	Details
Name of the tender	Purchase of Certified seeds of Fodder Maize A Tall, Hy.Forage Bajra Multicut , Hy.Sorghum CSH 24 MF & Fodder Cow pea.
Quantity Required (in quintals)	10000.00, 500.00, 15000.00 & 1000.00 Respectively.
Destination for supply	FOR Karnataka & Ex Godown
Date of issue of NIT	29.05.2021
Tender Document Download Start Date/time from website https://indiaseeds.eproc.in	31.05.2021 (15.00 Hrs.)
Tender Document Download End Date/time	14.06.2021 (Till 15.00 Hrs.)
Date and time for submission of online bid	From 31.05.2021 (15.00 Hrs) to 14.06.2021 Till 15.00Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC,RO Bangalore	14.06.2021 at 15.30 Hrs.
Tender Fee(To be deposited online)	Rs.1180 (Rupees One Thousand One Hundred and Eighteen only) Inclusive of 18 % GST
EMD(To be deposited online)	As per clause no. 2 of tender terms & conditions
Address for Communication	National Seeds Corporation Limited Regional office UAS Campus - Hebbal Bangalore 560024
Clarification required if any, the Contact Person is Incharge Marketing contact during working days from 15.00 Hrs. on 29.05.2021 onwards to 15.00 Hrs. on 14.06.2021	Incharge Marketing <i>Email:mktg.nscbangalore@gmail.com</i> <i>Ph.080-23415816 / 23416824</i>

1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.
3. The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

Regional Manager



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PART – A



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NATIONAL SEEDS CORPORATION LIMITED - BANGALORE

SECTION-I

INSTRUCTIONS TO THE TENDERES / 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>.

(1). **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 (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. facilitates for procurement of Class-III DSC’s. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days.

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 in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e.Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to nsclsupport@c1india.com Helpdesk for their profile activation. The account will be activated within 24 working Hours. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.

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).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.

NSCL Global Support E-Mail Id: nsclsupport@c1india.com

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

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(2). PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload /resubmit digitally signed modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(4). OPENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(5). DISCLAIMER:

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



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PART – B



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NATIONAL SEEDS CORPORATION LIMITED
(A GOVT OF INDIA UNDERTAKING)
UAS CAMPUS, HEBBAL
BANGALORE-560024
(CIN NO: U 74899 DL 1963 GOI 003913)

Short Term E- Procurement Tender

**Tender For Supply of Certified seeds of Fodder Maize African Tall, Hy.Forage Bajra
Multicut , Hy.Sorghum CSH 24 MF & Fodder Cow pea.**

National Seeds Corporation Limited (NSC) desires to purchase Certified seeds of Fodder Maize African Tall (10000.00 qtls), Hy.Forage Bajra Multicut (500.00 qtls), Hy.Sorghum CSH 24 MF (15000.00 qtls) & Fodder Cow pea (1000.00 qtls) through reputed seed producers. Each Tenderer has to submit in two bid system.

Procedure for submission of e-tender:

Each Tenderer shall submit in two parts.

1. **TECHNICAL BID:**

The TECHNICAL BID shall be submitted as per PART A, this contains the details of organisation, company profile, details of experience, EMD etc.

2. **FINANCIAL BID**

The Financial Bid for supply of Certified seeds of Fodder Maize African Tall, Hy.Forage Bajra Multicut , Hy.Sorghum CSH 24 MF & Fodder Cow pea. **Each Tenderer has to quote financial offers on per quintal basis as per PART B in e-portal.**



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Tender For Supply of Certified seeds of Fodder Maize African Tall (10000.00 qtls), Hy.Forage Bajra Multicut (500.00 qtls) , Hy.Sorghum CSH 24 MF (15000.00 qtls) & Fodder Cow pea (1000.00 qtls)

1. Rate shall be quoted in Rs. Per Qtl **FOR Karnataka and Ex Godown** for the net final cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight).The packing size for Fodder Maize A Tall is 6 kg , Hy.Forage Bajra Multicut is 0.5 kg , Hy.Sorghum CSH 24 MF is 5 kg & Fodder Cow pea is 3 kg. **The rate shall be all inclusive of packing material {primary (Non Woven /Pouch/ Cloth Bags) & secondary packing (HDPE Bags)}** and taxes etc., if any tax leviable, shall not be entertained. Packing Material design will be given by NSC. A leaflet in Kannada and English giving warning and information about chemical and the procedure to treat the seed should be kept inside the seed packet. If poisonous / toxic effects are noticed by farmers while handling, tenderers should specify the antidote in leaflet. A leaflet indicating package of practices in KANNADA /ENGLISH should be placed in each seed packet.
2. The tender shall be accompanied by interest free EMD of Rs. 200000/- (Rupees Two Lakhs only) through NEFT/RTGS after generating E- Challan from <https://indiaseeds.eproc.in>. Tenders without EMD may be rejected. EMD of unsuccessful Tenderer except the lowest three will be returned through RTGS within 45 days of tender opening. EMD of the lowest three will be returned after the entire deal is over .Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose. The MSME's registered companies are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.
3. Tenders may upload their bid up to 3.00 PM. on **14.06.2021** and technical bids will be opened on the same date and place at 3.30 PM. in the presence of those Tenderer who may wish to be present. The hard copies of technical bid have to be submitted on or before 14.06.2021 at 3.30 pm. Financial Bids will be opened for those whose Technical Bid will be in order as per NIT. Tenders received after the due date and time may be rejected. **Two packets of 1 kg each of each variety as sample to be submitted to NSC Regional Office, Bangalore before the opening of technical bid i.e. 14.06.2021 (3.30 PM).**
4. The Supplier's offer shall be valid at least for **one year from date of signing of Agreement by the tenderer** and can be extended for a period of six months if required and beyond six months will be on only mutual consent.
5. Suppliers having minimum of two years experience in supply of fodder seeds to Department/PSUs are eligible to participate in the tender.
6. The quantity offered should be for at least 25 % of requirement of the relevant variety. Delivery of the entire quantity offered by the Tenderer and agreed to by NSC should be as per supply schedule. Failure to delivery 90% of the quantity approved by NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to for delayed supplies penalty of Rs. 2/- per day Qtls. will be charged.
7. The successful Tenderer shall remit interest free Security Deposit @ 3% of the total value of the supply at the approved rate. EMD of the successful Tenderer can be adjusted in the security amount. The balance amount shall be remitted within five working days from the date of receiving the NSC's purchase order / intimation or the same will be deducted from your first bill as Security deposit and will be released only after successful completion of total transactions.

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8. The successful tenderers whose tenders are accepted shall not sell the quoted variety of seeds at the rates lesser than those quoted to NSC under this tender either by them directly or through any other agency. If any mischief is played deliberately by any trader /agency to spoil the market chances of the accepted tenderer, action will be initiated after due enquiry. In case due to market forces or any other reasons, the quoted variety is required to be sold at reduced rate, the same shall be intimated to NSC and consent of the NSC has to be taken and for the period at such reduced rates seeds are to be supplied to NSC. In this regard the sole responsibility lies with the tenderer under any circumstances there will not be upper revision of rates accepted in this tender.
9. If any information provided by the tenderer in both Technical bids and Commercial bids is found to be factually false or misleading, such tenders will be summarily rejected at any time during the validity of the tender and liable for criminal and civil action against such firm or company.
10. The successful Tenderer shall at his cost execute an Agreement with NSC on Rs 200/- non-judicial stamp paper of required value for arranging the supply as per the Terms and Conditions, sign each page of the Terms & Conditions and submit the same to NSC along with the Security Deposit.
11. 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 operations from time to time.
12. The supplier and NSC will jointly arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags.
13. The supplier shall make available to NSC a copy of the Release order/ Certificate issued by the state Seed Certification Agency (SSCA) for each lot before delivery to NSC and a copy of Area Registration certificate obtained from Certification Agency to be uploaded in the technical bid.
14. All relevant ICAR documents of fodder seeds notified by ICAR(source of the parent line seeds) should be uploaded along with the technical tender document for these seeds viz: **Hybrid Multicut forage Bajra(CS) and Multicut Sorghum-CSH-24 MF (CS)**.
15. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have then analysed in NSC's Quality Control Laboratory (QCL) or any other laboratory identified by NSC. **Only the lot cleared both in the STL, SSCA and NSC QCL lab for Certified Seed will be finally accepted by NSC for procurement.**
16. The supplier has to arrange packing material at his own cost as per design given by NSC. The Supplier should also to arrange Certification with KSSOCA / Seed certification Agency for packing and relevant charges for certification tag, thread, lead seal, arranging packing, i.e. Seed treatment, weighment, labelling & tagging, sealing, stacking at his cost under the supervision of NSC official.
17. The seed stock shall confirm to the quality and quantity specifications prescribed in the Minimum Seed Certification Standards 1998, as amended from time to time and shall possess good physical appearance, free from ODV, insect infestation and lustre to NSC's satisfaction.



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The Variety of the Seeds quoted should have Following specification:-

Sl no	Crop/variety of seeds	Minimum germination (%)	Physical purity of seeds (%)	Maximum Moisture Content (%)
1	African Tall Maize(ATM) (Certified Seeds)	90	98	12
2	Sorghum Multicut CSH 24 MF Notified by ICAR (Certified Seeds)	75	98	12
3	Hybrid Multicut forage Bajra, Notified by ICAR (Certified Seeds)	75	98	12
4	Fodder Cow pea (Certified Seeds)	75	98	9

18. Supplier's failure to arrange the supply as per the terms & conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting supplier.

19. NSC may increase the final requirement from the quantity in the NIT. Normally, the increase may not exceed 25% of the NIT quantity. If required, NSC may repeat the order for the additional quantity after remitting the additional security deposit. Beyond 25%, the increase will be with the consent of the supplier.

20. After receipt of Payment from Department / Consignee, NSC will release 90% payment to supplier through RTGS within 30 days from submission of bills subject to fulfilling the requirements set out in the terms & conditions.

21. NSC will retain 10% payment along with Security Deposit as retention money for 120 days from the date of last supply.

22. The Supplier shall, at his cost, take back part or full quantity of such stock proved defective on receipt by / delivery to NSC or unsold quantity (Consignment basis).

23. In the event of any dispute / complaint with reference to the seed quality, if the responsibility of the supplier is proved / established, he shall bear the loss / damage, if any sustained by NSC to relevant extent.

24. Conditional offers shall not be accepted and the Tenderer shall not impose any additional terms / conditions.

25. NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.

26. FORCE MAJEURE CLAUSE: Notwithstanding the provisions of GCC clauses, the Tender shall not be liable for termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under the contract is the result of an event of force majeure as notified by the



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Government. For purposes of this clause, “**Force majeure**” means, an event beyond the control of the service provider and not involving the Tender provide a fault or negligence and not feasible. Such events may include, but are not limited to, acts of the procurement entity 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 Tenderer shall promptly notify the procurement entity in writing of such conditions and the cause thereof, unless otherwise directed by the procurement entity in writing, the Service provider shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes 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 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 in English Language. The court of Delhi shall have the jurisdiction.



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OTHER TERMS & 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 can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
2. The Tenderer shall be responsible for State Sales Tax/Central Sales Tax/VAT and Income-tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
3. NSC will not responsible for the losses incurred to the supplier / Tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
4. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in seed testing the Tenderer will be responsible for the consequence of violation of Seed Act and Seed Laws.
5. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the Tenderer shall be responsible for the legal consequence of Weights & Measures Department, if any.
6. The Tenderer will have to give the name of the firm, name of the processing plant, godown their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

For the Tender Use:

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

Date: _____

Signature of the supplier:

(Seal) Name _____

Full Address _____

Income Tax PAN No: _____

Tel. No _____

Mobile No. _____



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NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: BANGALORE
TECHNICAL BID

Details should be filled up in e-Tender Portal and Attach the all valid documents in support of claim

1. Particulars of the company/firm:

- (a) Name & address of the bidder:
- (b) Seed Producer's Reg. No. with SSCA:
- (c) Seed Processing plant Reg. No. & Validity:
- (d) Seed Licence No.& Validity:
- (e) Total Seed Prodn. experience years:
- (f) Area Registration Certificate (certified seeds)
- (g) All relevant ICAR documents of fodder seeds notified by ICAR (source of the parent line seeds) should be uploaded along with the technical tender document for these seeds viz: Hybrid Multicut forage Bajra(CS) and Multicut Sorghum-CSH-24 MF (CS).
- (h) GST / VAT / TIN /Service Tax Number:
- (i) PAN Number:
- (j) ITR for FY 2019-20
- (k) ITR for FY 2018-19
- (l) Particulars of Banker (Branch/IFSC/MICR/Address etc.)

2. Experience of Fodder Seeds supply during last two years.

- a) 2020-21
- b) 2019-20

3. Quantity Offered

S.No	Crop /variety	Quantity offered in quintals	Stock Point Address for physical verification & Sampling

Note: Two packets of 1 kg each of each variety as sample to be submitted to NSC Regional Office, Bangalore before the opening of technical bid i.e. 14.06.2021 (3.30 pm)

4. Authorization Letter of Competent Authority to sign this Tender Document. (Copy Encl)
5. Declaration by the tenderer for having not blacklisted in last 3 years. In any part of the country duly attested by notary.
6. Acceptance Letter in below format to be attached in Company Letter Head.

With reference to your advertisement in the e-portal, we hereby quote our most competitive offer for the fresh Certified seeds of Fodder Maize A Tall (10000.00 qtls) , Hy.Forage Bajra Multicut (500.00 qtls) , Hy.Sorghum CSH 24 MF (15000.00 qtls) & Fodder Cow pea (1000.00 qtls). I have read and understood e-Tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management.

Date: _____ Signature: _____
Place: _____ Name: _____
Complete Address: _____
Seal: _____
Phone No. _____
Fax No. _____
E-mail: _____



Signature :-
Subject : CN=DEVASIGAMANI ASHWIN, SERIALNUMBER=2035d4fe20bae89488f496e7d71
ab3e3fcc1416a393f599e6d567e6c881eb03, ST=RAJASTHAN, OID.2.5.4.17=
302001, OID.2.5.4.65=1486752a6e57e750ec43e5d77aa8d8bda0f94fbc8c24
161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION
LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: BANGALORE

FINANCIAL BID

Details should be filled up in e-Tender Portal

S. No	Crop	Variety	Class of Seed	Packing Size	Quantity offered (Qtls.)	Rate (Rs. /Qtls.) including packing material for final, cleaned/graded quantity in NSC packing	
						FOR Karnataka	EX Godown
1	Maize	A Tall	C/s	6 kg			
3	Hy.Sorghum	CSH 24 MF	C/s	5 kg			
4	Hy.Multicut Forage Bajra	Notified by ICAR (Certified Seeds)	C/s	0.5 kg			
5	Fodder Cow Pea	Fodder Cow pea (Certified Seeds)	C/s	3 kg			

Note:

- 1) The quantity offered in technical bid should be same as that of quantity offered in financial bid.
- 2) Rate to be quoted in Rs. Per quintal.(Rs./Qtl)



Signature :-
Subject : CN=DEVASIGAMANI ASHWIN, SERIALNUMBER=2035d4fe20bae89488f496e7d71ab3e3fcc1416a393f599e6d567e6c881eb03, ST=RAJASTHAN, OID.2.5.4.17=302001, OID.2.5.4.65=1486752a6e57e750ec43e5d77aa8d8bda0f94fbc8c24161a0f628e4a237e9a00, OU=IT SECTION, O=NATIONAL SEEDS CORPORATION LIMITED, C=IN
User ID : ashwin.d
Serial No : 13D268C