



NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING –
MINIRATNA COMPANY)
PLOT NO. 24, INDUSTRIAL AREA, PHASE – 9,
MOHALI – 160 062
(PHONE) 0172-2214388/2215388 (FAX) 2213388
Email: rm.chandigarh@indiaseeds.com
Email: nscchandigarh@gmail.com

राष्ट्रीय बीज निगम मर्यादित
भारत सरकार का उपक्रम)मिनिरत्न कम्पनी,
प्लॉट नं . 24, इंडस्ट्रियल एरिया,फेज-9,
मोहाली-160 062
फोन /0172-2214388/2215388 फैक्स 213388
Email: rm.chandigarh@indiaseeds.com
Email: nscchandigarh@gmail.com

No. CPMT(OS)/NSC-Chd/21-22

Dated: 22.07.2021

TENDER NOTICE

National Seeds Corporation Limited, (A Govt. of India Undertaking) Mohali invites E-Tenders in two bid system (Technical & Financial) towards purchase of Carbendazim, Carboxin and Tabuconazole from reputed buyers/firms.

Bids can be submitted upto 1:00 p.m. on dated 05.08.2021. The complete details of NIT may be obtained from the website www.indiaseeds.com & <https://indiaseeds.eproc.in>.

In case of any addition/ deletion/ modification; will be uploaded on the website only.

Regional Manager

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National Seeds Corporation Limited
(A Government of India Undertaking)
Plot No.24,Phase No.9, Industrial Area
Regional Office: Mohali-Chandigarh

No. CPMT/(OS)/NSC-Chd/21-22

Dated: 22.07.2021

E- NOTICE INVITING TENDER

National Seeds Corporation (A Govt. Of India Undertaking) Mohali -Chandigarh invites E-Tenders in two bids system (Technical & Financial) towards purchase of **Carbendazim 50%WP, Carboxin 75%WP and Tabuconazole 2%DS (238000 pouches)**. Therefore, interested parties are requested to submit their offer up to 1:00 PM on 05.08.2021 at NSC, Regional Office, Plot No.24, Phase-9, Industrial Area Mohali & technical bid shall be opened on same date at 2:00 PM while financial bid shall be opened on dated 06.08.2021 at 2:00 PM in the presence of tenderers, if any.

Accordingly details of Terms & Conditions can be obtained from website www.indiaseeds.com & <https://indiaseeds.eproc.in> such parties have to deposit by RTGS/NEFT of **Rs.1180/- (Including GST) being cost of E-Tender documents**. The undersigned reserves the right to accept/cancel all or any Tender without any reason. Any further corrigendum(s) to this tender shall be published only in our e-portal <https://indiaseeds.eproc.in>

Particulars	Details
Date of issue of NIT	23.07.2021
Tender Document Download Start Date	23.07.2021
Date and time for submission of online bid	05.08.2021 1:00 PM
Date and time of opening of Technical bid	05.08.2021 2:00 PM
Date and time for opening of Financial bid	06.08.2021 2:00 PM
Tender Fee (To be deposited online via RTGS/NEFT)	Rs.1180/- (One Thousand One Hundred Eighty only)
EMD (To be deposited online via RTGS/NEFT)	Rs. 2,00,000/- (Two Lakh only)
Address for Communication	National Seeds Corporation Limited, Plot No.24 Phase-9,Industrial Area, Mohali Pin-160062
Contact Person (with Phone No & E-Mail)	Regional Manager Ph-0172-2214388,2215388 Email: rm.chandigarh@indiaseeds.com / chandigarhnscc@gmail.com
Bank Details	National Seeds Corporation Ltd. Mohali State Bank of India CC Account No.: 32919441606 IFSC Code: SBIN0031859
This Tender Document contains Two Parts Part-A: Background, Job requirements, Deliverables and other operational aspects, Eligibility criteria, Instructions to bidder (SECTION-I for Online Mode & SECTION-II for General Instructions) & General Terms and Conditions. Part-B: Annexes/Formats for Bid Submission & other formats	

Regional Manager

PART- A

NATIONAL SEEDS CORPORATION LIMITED

SPECIFICATIONS

TECHNICAL SPECIFICATIONS MENTIONING ALL TECHNICAL DETAILS AS PER LATEST BIS STANDARD SHOULD BE ACCOMPANIED WITH –

- a). Self-attested photo copy or registration certificate of pesticide quoted, issued by the Secretary, Central Insecticide Board and Registration Committee, Department of Plant Protection Quarantine & Storage (Central Insecticide Cell) Faridabad.
- b). Self-attested photo copy of License for manufacturing all items for which quotations have been given with the validity up to 31.03.2022. Manufacturer/ Authorized distributor of manufacturer should submit with tender manufacturing license of formulated grade of quoted fungicides and also declare the source of Technical i.e. name of manufacturer of Technical from whom they are purchasing the technical for formulating the chemical for indigenous use along with attested photo copy of BIS (Bureau of Indian Standard), if available, CIB (Central Insecticides Board) and manufacturing license / certificates of technical.
- c). Self-attested photo copy of BIS Mark License valid up to 31.03.2022 (if issued).
- d). NSC intends to purchase BIS marked pesticides as per Insecticides Rule 1971. However, parties manufacturing pesticides conforming to the latest BIS specifications can also submit bids. First preference for buying shall be given to the BIS marked Agrochemicals, if party is willing to supply at L-1 rates.
- e). A certificate from one of the Agriculture University to the effect that the item for which quotation has been given, has been evaluated by them and the efficacy and sprayability of formulated pesticide has been established on the basis of biological field test carried out for three years on various cereals, pulses and oilseed crops etc. from Director of Research of the concerned Agriculture University. This will be applicable for products where no BIS specification has been laid down.
- f). Authority letter from the Principal in case of distributor.
- g). Documents in support of proprietary item.
- h). Self-attested photo copy of registration certificate duly quoted registration no. in case of Micro & Small Enterprises (MSEs) registered with NSIC under single point registration scheme and copy of Udyog Aadhar Memorandum (UAM) Number.
- i). The container shall bear legibly and indelibly the information as is necessary under the insecticides act and rules.
- j). The cautionary notice worded as in Insecticides Act, 1968 – Insecticide Rule 1971 & Insecticide (Price Stock Display & Submission of Reports) order 1986 upto latest amendments.

NATIONAL SEEDS CORPORATION LTD.

SECTION - I

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/- GST (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). • For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: 0124- 4302033/36/37, nsclsupport@c1india.com.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

II- PREPARATION & SUBMISSION OF APPLICATIONS:

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- The Bidder may modify, substitute or withdraw 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 detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

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

U. DISCLAIMER :

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

NATIONAL SEEDS CORPORATION LIMITED

SECTION - II

INSTRUCTIONS TO BIDDER

ADVICE FOR BIDDERS: The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in the tender document

TENDER FEE (Non Refundable): Tender Fee **Rs.1180/- (Rupees One Thousand One Hundred Eighty Only)** must be deposited in online via RTGS/NEFT.

EARNEST MONEY (Refundable):

- EMD amount **Rs. 2,00,000/- (Rupees Two Lakh Only)** must be deposited before due date in online mode via RTGS/NEFT.
- Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) 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. (Registration Certificate to be attached)

ELIGIBILITY CRITERIA: As indicated in **PART -A**

SUBMISSION OF OFFER: Offer must be submitted in prescribed tender input form in Online Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

DELIVERY OF THE PRODUCT: As indicated in **PART –A** (Deliverables and other operational aspects)

BID OPENING AND EVALUATION: Bids will be open in Online Mode (As per instruction SECTION-I)

AWARD OF CONTRACT:

- **Award Criteria:** Purchase committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.
- **Notification of award:** Prior to the expiration of the period of bid validity Selection Committee will place a Firm order or notify the successful Bidder in writing.
- **Cancellation of Work order/ AMC Services:** NSC reserves the right to cancel the contract /AMC service at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm.

CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, asks the Bidder 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

FORFEITURE OF THE EARNEST MONEY:

Earnest Money may be forfeited.

(a) If a Bidder withdraws its tender during the period of Tender validity specified on the Tender Form:

OR

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

- (i) To sign the contract in accordance with Contract Clause (As mentioned below)
- (ii) To furnish security deposit in accordance with Contract Clause (As mentioned below)

CONTRACTS:

(a) SIGNING OF CONTRACT:

The successful bidders within 5 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in **PART- "B" (Annexes/Formats- Annexure-A)** 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 **PART "A" (General Terms & Conditions)** 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 Bidder and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful Bidder. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

(b) SECURITY MONEY:

The Successful Tenders within five working days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished @10 % of the value of the purchase order in shape of Demand Draft.

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" as under.

"In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the issue under the 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.

If the claims involved in a dispute are of more than Rs.1.00 lakh the arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act, 1996 as amended from time to time.

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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation 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."

VALIDITY OF OFFER: The Bidder shall keep their offers open for acceptance for a **period of 180 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. Bidders with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

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

SECTION -III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited (NSC) desires to purchase Carbendazim 50%WP, Carboxin 75%WP and Tabuconazole 2%DS (238000 pouches) through reputed Suppliers. 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 (Annexure – I), this contains the details of organization, company profile, details of experience, EMD etc.

2. FINANCIAL BID:

The Financial Bid for supply of following items should quote **Rate Rs. / Pouch** basis as per PART B (Annexure – II) in e-portal.

Description of Item	Quantity Required (Pouches)	Packing Size
Carbendazim 50% WP	238000	80 Gram
Carboxin 75% WP	238000	80 Gram
Tabuconazole 2% DS	238000	40 Gram

OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in Rs. per Pouch F.O.R. Haryana. The rates shall be all inclusive and no other claim on taxes etc if any leviable shall be entertained by NSC.
2. The tender shall be accompanied with interest free earnest money deposit **EMD Rs. 2.00 Lakh**. EMD shall be remitted through RTGS/NEFT in favour of National Seeds Corporation Ltd, Chandigarh. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 30 days from tender opening. The tender participants registered with NSIL / Govt. organization are exempted from EMD deposit. However, security deposit will be waived off only to the extent of monetary limit.
3. The supplier will submit a properly labeled / sealed representative sample of one pouch of 40/ 80 gram along with the sealed tender. Tenders without the sample shall be rejected. Stock will be accepted by NSC only if it is visibly resembles the representative sample so presented.
4. NSC representative may draw the samples of the fungicide from the lots / stock from which the chemical is to be supplied to NSC. **The representative sample so drawn would be got analyzed by NSC in the notified laboratories and the cost of testing charges etc. shall be borne by the supplier.**
5. **SPECIFICATION: The fungicides are to be supplied duly IS-15159-2002 Specification with up to date amendments and packed in original packing. Copy of registration of CIB&RC may be uploaded.**
 - i) **The successful bidder/supplier will have to submit attested copy of the bill from the company before supply of material from where technical of fungicide purchased.**
 - ii) Batch No. & Date of Manufacturing must be printed on each pouch of material.
 - iii) Packing and labeling is to conform to relevant provisions under the Insecticides Act, 1968 and the rules made there under.
 - iv) The firms who offer to supply Fungicides, manufactured by Units stationed out of Haryana must attach permission letter for sale/ stocking of the same from Agriculture Department Haryana.
 - v) Validity of the material is at least 2years period from the date of supply.
 - vi) The supplier, other than manufacturer should clearly indicate the name of manufacturing firm and attach a certificate of authority for supply.
 - vii) Quantities mentioned in NIT / Schedule – B can be increased or decreased as per actual requirement.
 - viii) 100% supplies are to be completed within 7 days from the date of supply order.
 - ix) The delivery of material must be supplied within 7 days after issue of supply order at Area Office, NSC Hisar and Karnal.
6. The suppliers offer shall be valid at least for 180 days. Dispatch and delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence according to the delivery schedule given by NSC. Failure to deliver 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. 500/- per day will be charged.
7. The successful tenderer shall remit interest free **security deposit @ 10 %** of estimated value of total quantity indicated in the offer calculated at the highest quoted rates in addition to the EMD already deposited. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/intimation. Failure to remit the security deposit will imply forfeiture of EMD. The security deposit shall be returned i.e. **180 days**, subject to the deal is deemed to have been completed satisfactorily.
8. The successful tenderer will execute a formal agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.
9. NSC shall have the right to inspect the dispatches etc. at supplier's premises/supply points from time to time.
10. Supplier's failure to arrange the supply as per the terms and conditions will entitle NSC to Forfeit the EMD and security deposit and Firm will be black listed for future supply.
11. NSC may increase 100% of final requirement from the quantity in the NIT if required; NSC may repeat the order for the additional quantity within three months from the date of Security Deposit remittance. **Procurement will be done on actual requirement basis only.**
12. **The Corporation agrees to make 80% payment of the value of the invoices within 30 days of receipt of goods at the destination(s) and the bill/invoice supported with above documents in the R.O. of the Corporation. The balance 20% payment will be released after 30 days of the complete and satisfactory execution of the order and after receipt of testing reports from the designated**

testing labs. However, all the payments shall be subject to deduction of tax at source under Section 194 C or other taxes under the Income Tax Act, 1961 at the rates applicable from time to time, if supply of material is accompanied with some job work like printing, labeling etc.

13. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
14. The tenderer shall be responsible for GST and all other tax liabilities, if any. NSC will not carry any tax liability related with the transactions.
15. NSC will not be responsible for the losses incurred to the tenderer due to change in Govt. Decisions, natural calamities, which are beyond the control of NSC.
16. The tenderer shall be required to supply the treatment material at agreed rate only. Agreement can be terminated at any time due to non-compliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
17. The Packing size will be 40/ 80 gram (Nett. Exclusive of packing material) at the time of delivery. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible to participate in the tender.
18. Regional Manager reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Regional Manger further reserves the right to award contract/issue the order for supplies to more than one tenderer.
19. 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 of NSC or the officer in organization holding the highest position with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue whose decision will be binding on both the parties.
20. The Court of law situated at Delhi will have the jurisdiction in matter related to this tender or and dispute during the performance of the contract. The suppliers will have to give name of the firm/individual, their postal addresses, telephone Nos., E-Mail, name of the responsible person in the tender form itself so as to make further communication.

(I have read and understood the forgoing terms and conditions and I agreed to abide by them.)

Date:
Place:

Signature of the tenderer
Name Address (with seal)

Technical Bid
Performa for Technical Bid

S. No.	Name & address of the bidder	Firm's Regn. No.	PAN No. & GST No. of the Bidder	Details of Pesticides/ Fungicides Supplied to Government Organizations during past 2 years	Source of Chemical	Quantity	Stocking point Address for Physical Verification
1	2	3	5	6	7	8	9
2							
3							

As desired the true representative sample of the above is presented separately.

Also as required EMD of **Rs. 2,00,000/-**; remitted through RTGS / NEFT -----dated..... drawn in favour of NSC payable at Chandigarh.

Kindly looking forward to your esteemed order.

Place _____
Date _____

Signature of party
Name & Address/Seal

AFFIDAVIT CERTIFICATE-1

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

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Date: _____

AFFIDAVIT CERTIFICATE

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

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Date: _____

Check List of enclosures for Technical Bids:

- EMD
- Source of Technical.
- Certification of Registration of Firm.
- 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.
- A copy of PAN No. & Income Tax Return for the current year and previous year.
- Copy of GST Registration No.
- Business performance certificate from customers for quality and timely supply preferably from Govt. Organizations.
- If representative participating letter of authorization to participate in the tender opening/ negotiation of rate.
- Affidavit certificate that not black listed and no arbitration case pending in this office.
- MSE registered with NSIC Certificate with proper validity for items of rate offered.
- Other document if any in support of the tender.
- Each and every concerned page of tender document should be signed with stamp of authorized signatory tenderer.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt. /Semi Govt. Organizations.
- Balance sheet for last three years.
- Annual turnover of the firms should not be less than Three Times of quoted value of the offer.
- Evidence of access to financial resources.

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

PART – B
ANNEXURE – II
(FINANCIAL BID)

From

M/s-----

**The Regional Manager
National Seeds Corporation Ltd.
Mohali -Chandigarh.**

Sir,

With reference to your advertisement in the Newspaper / website dated for supply of **Carbendazim 50%WP, Carboxin75%WP and Tabuconazole 2%DS** as per the terms and conditions provided by you.

The particulars of offer are given below.

Item	Packing Size	Quantity offered (Pouches)	F.O.R Haryana Rate (Rs. /Pouch.)	
			(In Figures)	(In Words)
Carbendazim 50% WP	80 Gram	238000		
Carboxin 75% WP	80 Gram	238000		
Tabuconazole 2% DS	40 Gram	238000		

Signature of the party with Name & Seal:

Date:

Phone/Mobile No.

ANNEXURE - III
AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-12 (hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. _____
_____(herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing fungicide/pesticide invited offers vide tender No. _____

AND WHEREAS the supplier submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with supplier for the supplies of items/materials as per specifications; quantities and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in Section-III of tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

"In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the issue under the 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.

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 such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- 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 sole 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 amendment 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
National Seeds Corporation Ltd. Mohali**

Witness

Witness

1.

1.

2.

2.