

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)

Regional office: Secunderabad
CIN: U74899DL1963GOI003913



TENDER CONTRACT FOR PURCHASE OF FRESH CERTIFIED GROUNDNUT
KERNELS

TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

LAST DATE & TIME FOR RECEIPT OF BIDS : UPTO 14:00 Hrs ON 27.09.2021

DATE & TIME OF OPENING OF BIDS : AT 14:30 Hrs ON 27.09.2021

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

No. 1(23)/Mktg(Pune) /NSC-HYD/2021-22/

Date: 02.09.2021

NOTICE INVITING TENDER

National Seeds Corporation Limited, Regional office, Secunderabad invite tenders through e-tendering for purchase of certified Kernels of Groundnut TAG 24 , S.B 11 and TG 37 A from reputed seed producers / suppliers.

| Particulars | Details |
|---|--|
| Name of the tender | Purchase of certified Kernels of Groundnut TAG 24 , S.B 11 and TG 37 A |
| Quantity Required in quintals | TAG 24 (1000.00), SB 11 (500.00) & TG 37 A (500.00) |
| Destination for supply | FOR Maharashtra |
| Date of issue of NIT | 04.09.2021 |
| Tender Document Download Start Date/time from website https://indiaseeds.eproc.in | 04.09.2021 (13.00 Hrs.) |
| Tender Document Download End Date/time | 27.09.2021 (Till 14.00 Hrs.) |
| Date and time for submission of online bid | From 04.09.2021 to 27.09.2021 Till 14.00Hrs |
| Date and time of opening of Technical Bid and Price Bid via Online mode at NSC,RO Secunderabad | 27.09.2021 at 14.30 Hrs. |
| Tender Fee (To be deposited online) Non refundable | Rs.1180 (One thousand one hundred and eighty only) inclusive of GST. |
| EMD(To be deposited online) | 200000.00 |
| Address for Communication | National Seeds Corporation Limited Regional office 17-11, Tukaramgate, Lalaguda, Secunderabad-500017 |
| Clarification required if any, the Contact Person is Incharge Marketing contact during working days from 13.00 Hrs. on 10.08.2021 onwards to 14.00 Hrs. on 01.09.2021 | Incharge Marketing <i>Email:rm.secunderabad@indiaseeds.com</i> <i>Ph.040-27731152/27730635</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. Any changes will be placed only on NSC web-site

Regional Manager

PART – A

NATIONAL SEEDS CORPORATION LIMITED - Secunderabad

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 nsclsupport@c1india.com to 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

(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). OENING 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.

PART –B

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

(CIN NO: U 74899 DL 1963 GOI 003913)

E- Procurement Tender

**Tender For Purchase of Certified Kernels of Groundnut TAG 24, Groundnut SB 11
and Groundnut TG 37 A.**

National Seeds Corporation Limited (NSC) desires to purchase 1000.00 qtls of Groundnut TAG 24 certified Kernels, 500.00 qtls of Groundnut SB 11 certified kernels and 500.00 qtls of Groundnut TG 37 A certified kernels from 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 for purchase of certified Kernels of Groundnut TAG 24 , S.B 11 and TG 37 A. Each Tenderer has to quote financial offers **on per quintal basis** as per PART B in e-portal.

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 is on **FOR Maharashtra on consignment basis and should be completed within 10 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 on per Quintal basis.** 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 FOR Maharashtra on consignment basis, 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 interest free EMD through NEFT/RTGS after generating E- Challan from <https://indiaseeds.eproc.in>. Tenders without EMD shall 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 or within Four Months of tender opening whichever is later. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose.. **CHEQUES WILL NOT BE ACCEPTED.**

(b) 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.

9. 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.

10. 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**.

11. 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.

12. 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 or
- (iii) To supply the quoted quantity after agreement.

13. 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.

14. VALIDITY OF OFFER: The tenderer 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.

15. 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 having 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.

16. 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.

17. 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.

18. 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.

19. 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. The pattern of splitting of orders will be decided based on quoted quantity by the bidders who ever accepted for L-1 supply at the time of finalisation of the tender.

20. 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.** EMD of the successful Tenderer can be adjusted in the security deposit. 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.

21. 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. ELIGIBILITY CRITERIA:

The tenderer should have the valid license for sale of seeds issued by the Seed licensing authority. If the seed offered for supply is of own production, the details of filed registration and a certificate from concern seed certification agency regarding registration of fields is to be submitted along with technical bid.

If the seeds offered for supply is produced by other producer, then a copy of agreement for production between the two parties and a certificate from concern seed certification agency regarding registration of fields is to be submitted along with technical bid are to be submitted along with technical bid. The seed offered for supply should be of Kharif 2020 / Rabi 2020-21 productions.

2. 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.

3. 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.

4. 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. The packing material bags and labels will be given 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.

. NSC shall have right to inspect the operation from time to time.

8. 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.

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

10. (a) The supply rate should be quoted on per Qtl basis for fresh processed, bagged wherever applicable on FOR Maharashtra. 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.

11. 1% Excess weight seed should necessarily be added in each and every bag for moisture losses as per SSCA/ MSSCA Rule. The weight of Seed Container shall be checked at any point of transaction and in case of 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.

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. **80% payment shall be released within 30 days** subject to fulfill the requirements set out in the terms & condition. **The balance 20 % payment will be released after 120 days, from the last date of supply, subjected to fulfill all terms and 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 & Arbitration:

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.

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 be in English Language. The court of Delhi shall have the jurisdiction.

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.

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

TECHNICAL BID

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

1. Particulars of the company/firm:

- (a) Name & address of the bidder:
- (b) Seed processing plant Reg. No. & Validity:
- (c) Seed Licence No.& Validity:
- (d) Total Seed Prodn. experience years:
- (e) GST / VAT / TIN /Service Tax Number:
- (f) PAN Number:
- (g) ITR for FY 2020-21
- (h) ITR for FY 2019-20
- (i) Area Registration certificate from State Seed Certification Agency.
- (j) Particulars of Banker (Branch/IFSC/MICR/Address etc.)
- (k) Any additional documents

2. Experience of supply during last two years. (Work order copies)

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

3. Quantity Offered in quintals

| S.No | Crop/ Variety | Class of seed | Quantity offered in quintals | Stock Point Address for physical verification & Sampling |
|------|---------------|---------------|------------------------------|--|
| 1) | | | | |
| | | | | |
| | | | | |

*** Note: Minimum quantity to be offered is 25% of total required quantity of relevant variety.**

4. Authorization Letter of Competent Authority to sign this Tender Document. (Copy Encl)

SECTION-III

(To be uploaded with Technical Bid)

5. 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 qtls of(crop/variety).....(certified/ TL) seeds.

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. | ----- |
| | E-mail | ----- |

SECTION-IV
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 – V

AGREEMENT

This agreement is made on this day..... between **National Seeds Corporation Limited (NSCL), New Delhi** a company incorporated under Companies act, 1956 having Regd. Office at Beej Bhawan, Pusa Complex, New Delhi-110012 and its **Regional office at Tukaramgate, Secunderabad-500017** which includes it's successor and assignees, liquidator, receivers etc., (hereinafter called the NSCL) on the one part and M/s (hereinafter called seed supplier) on the other part.

Whereas M/s have agreed to undertake the supply of ,Certified/ TL Seeds and NSCL has agreed to purchase qtls @ Rs. per quintal in kg packing for certified seeds at ex godown basis or FOR on the tender terms & condition mentioned as under:

TENDER TERMS & CONDITIONS FOR SUPPLY OFCertified Seeds

- 1) Rate of Rs. per quintal in kg packing for certified seeds at ex godown basis or FOR for the net final cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive of all, no other claim on taxes etc., if any leviable, shall be entertained.
- 2) The Supplier's offer is valid for upto Delivery of the entire quantity offered by the tenderer and agreed to by NSC should be as per supply schedule which will be given later. Failure to deliver 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 and for delayed supplies penalty of Rs. 2/- per day per Qtls. will be charged.
- 3) The Supplier shall remit interest free Security Deposit @ 5 % of the total value of the supply at the approved Rate of **Rs.....**per quintal for kg Packing of at ex godown basis or FOR This deposit shall be, remitted within five working days from the date of receiving the NSC's purchase order / intimation. Failure to remit the same will be deducted from first bill as Security deposit and will be released only after completion of total transactions under this order.
- 4) 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. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have then analyzed in NSC's Quality Control Laboratory (QCL) **only the lot cleared in the NSC Quality Control Laboratory (QCL) will be finally accepted by NSC.**

1% Excess weight seed should necessarily be added in each and every bag for moisture losses as per SSCA/ MSSCA Rule. The weight of Seed Container shall be checked at any point of transaction and in case of 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.

- 5) The Supplier has to arrange the certification tag/ label, thread and seal and arrange the packing, sealing, labelling, tagging, stacking and weighment at his cost. The Packing material will be arranged by NSC.
- 6) 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.
- 7) 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.
- 8) NSC may increase / decrease the final requirement from the quantity in the tender. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance. Beyond 25%, the increase will be with the consent of the supplier. NSC does not guarantee 100% lifting of offered quantity.
- 9) 80 % payment will be released to Supplier after the receipt of bills along with acknowledgment from the Consignee (NSC/Department /NSC Dealer) through RTGS within 30 days subject to fulfill the requirements set out in the terms & condition.
- 10) NSC will retain 20 % payment along with Security Deposit as retention money for 120 days from the last date of supply subject to fulfil all terms and conditions.
- 11) The Supplier shall, at his cost, take back part or full quantity of such stock proved defective on receipt by / delivery to NSC
- 12) 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.
- 13) Conditional offers shall not be accepted and the tenderer shall not impose any additional terms / conditions.
- 14) NSC reserves the right to accept / reject any or all the tenders without assigning any reason what-so-ever.
- 15) 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 be in English Language. The court of Delhi shall have the jurisdiction.

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) 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
- 3) The Supplier 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 this transaction.
- 4) NSC will not be responsible for the losses incurred to the supplier due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
- 5) Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in sampling the tenderer will be responsible for the consequence of violation of Seed Act and Seed Laws.
- 6) 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.

- 7) The terms and conditions of tender document will also be a part of this agreement.

In witness where of both the parties above named have sealed and signed below:

Regional Manager,
NSCL Regional Office, Secunderabad.

Signature of the supplier:

Witness:

(1)

(2)

Witness:

(1)

(2)

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.
- Experience certificate /work orders issued by Government / PSU firms
- 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.

- Area Registration Certificate issued by SSCA.
- 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 two years.
- Section-III must be enclosed.
- Section-IV must be enclosed.

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

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: SECUNDERABAD

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 for final, cleaned/graded quantity in NSC packing |
|-------|-------------------|---------|---------------|--------------|----------------------------|---|
| | | | | | | FOR Maharashtra |
| 1 | Groundnut Kernels | TAG 24 | Certified | 20 kg | | |
| 2 | Groundnut Kernels | S.B 11 | Certified | 20 kg | | |
| 3 | Groundnut Kernels | TG 37 A | Certified | 20 kg | | |

*** Note: Quantity offered in Financial Bid should be same as that of quantity confirmed in technical bid.**