

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

SECTOR-V, BLOCK-A-Q, PLOT NO. 12,
SALT LAKE CITY, KOLKATA-700091 (West Bengal)
(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS of E- TENDER NOTICE

FOR

NIT Name:- Supply of fresh finished product of CS category of Rajmah (1000 Qtls.) and Field Pea (6000 Qtls.)

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE ONLY

**TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: from 06.10.2021 to 13.10.2021
UPTO 2.30 p.m.**

ON NSC e-Portal : <http://indiaseeds.eproc.in>

OPENING OF TENDER (TECHNICAL BID) : Dated on 13.10.2021 at 15.00 Hours

COST OF TENDER FORM: Rs. 500/- (Rs. Five Hundred only) incl. taxes to be paid online only.

Contact details:

Particulars	Telephone	E-mail
H.O. New Delhi	011-25842209	sgm.prod@indiaseeds.com
Regional Office – Kolkata	033-23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com
Web Site	www.indiaseeds.com	

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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>.

• ACCESSING / PURCHASING OF BID DOCUMENTS :

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency under CCA, Ministry of Electronics and Information Technology, Government of India to participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders. Bidder may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes through online mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support 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 it's 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 it's 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.

• DISCLAIMER :

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

INVITATION OF COMPETITIVE BID FOR PURCHASE OF SEED

National Seeds Corporation Limited (NSC) intends to purchase for **Rabi 2021-22** sowing the following quantities of **Certified Seeds**, duly packed and tagged in NSC's bags; from reputed seed producers/organizers/firms/cooperative societies and seed companies through sealed tender under **two bid system**.

Sr. No.	Crop	Varieties	Class	Quantity (in Qtls.)
1.	Field Pea	HFP 715	CS	6000.00
2.	Rajmah	HUR 203	CS	700.00
		HUR 301		300.00
		Total		7000.00

1. Tender document will be available on NSC e-Portal:<https://indiaseeds.eproc.in> upto 2:30 PM of 13.10.2021 for uploading.
2. Parties participating for tender will submit Tender fee as well as EMD online.

TERMS AND CONDITIONS:

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

The tender shall be accompanied with tender fee (non-refundable) of **Rs. 500/-** & interest free EMD of **Rs. 1,00,000/- (Rupees One Lakh Only)** to be deposited online.

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

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

2. The technical bids will be opened on 13.10.2021 at 03:00 p.m. in Regional Office, Kolkata followed by opening of price bids of those tenderers who qualify technically.
3. **Price Negotiation : In the event of quoted price not found reasonable by management , negotiation can be called for with L-1 party.**
4. In case L-1 bidder fails to supply the total required quantities, the NSC will split the order among next two or more tenderers and any counter offer made thereafter by L-2, L-3, etc. shall not be treated as deemed to be negotiations.
5. In case L-1 bidder fails to supply the seed due to any reason then NSC reserves the right to place order with L-2 party. In such cases the EMD of L-1 party will be forfeited and the party will be **black listed** by NSC.
6. The tenderer should submit a properly labeled/sealed **representative sample of 1Kg. seed of each variety of crop at the time of finalization of the bid.**
7. The tenderer's offer shall be valid for at least for 90 days and supply will be completed within 1 month.

8. (a) NSC will issue letter of Intent / Purchase order to the successful bidders immediately on taking decision on the offers. NSC shall also issue need based demand Letter/ despatch order. Supply shall commence on 5th day of demand letter/despatch order issued by NSC and should be completed **within stipulated period or cut-off date**. NSC will not be responsible for supply beyond the stipulated time.
- (b) The supplier shall sign an **agreement** on receipt of Letter of Intent/ Purchase Order within 5 days and deposit remit security deposit **as per clause 11** of terms and condition.
9. Failure to deliver less than 90% of approved quantity, penalty shall be imposed by NSC @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to. For delayed supplies, a penalty of Rs. 1% of value of seed delivered late per week or part thereof limited to 5%. However, NSC shall be free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.
10. The successful tenderer shall remit interest free **Security Deposit Rs. 4,00,000/- (Rupees four lakh only)** in the form of Demand Draft drawn or through RTGS in favour of National Seeds Corporation Ltd., Kolkata. 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 EMD deposited alongwith the tender will be adjusted against security deposit.
11. The successful tenderer shall at his own cost will execute **an agreement** with NSC on non-judicial stamp paper of required value preferably **Rs.-100/-** for arranging the supply as per these terms and conditions, signing on each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
12. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
13. **The tenderer will arrange for the SSCA's permission for packing the offered/accepted quantity in NSC bags supplied by NSC / NSC bags arranged by tenderer, while NSC will issue letter to SSCA for the same, if required.**
14. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency (SSCA) for each lot delivered to NSC.
15. NSC may draw representative samples of seed lots offered by the tenderer for testings in own lab. or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be accepted by NSC. NSC will draw samples for 25% more quantity than the supply order, to ensure that in event of failure of any lot in QCL there should be no shortfall in the supply from the ordered quantity.
16. **NSC will supply the packing material-bags and labels**, while the tenderer will provide the certification tag, thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weightment and loading at his own cost. In case of non-readiness of the bags with NSC the tenderer may arrange printing of packing material after taking due permission from NSC and as per standard packing size prescribed by SSCA.
17. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standards-2013 or as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.

18. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange the supply of material from the next party in the tender at the cost and risk of the defaulting tenderer.
19. NSC may increase/decrease the final requirement from the quantity in the NIT & seed shall be purchased only on need basis. Normally, the increase or decrease may not exceed 50% of the NIT quantity.
20. If required, NSC may repeat the order for the additional quantity within four months from the date of Security Deposit remittance with mutual consent.
21. 70% payment will be released through NEFT/RTGS after 30-40 days of the supply and within 30 days after the receipt of bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the Terms & Conditions.
22. NSC will retain 30% payment along with the Security Deposit for 120 days from the date of last supply as performance guarantee.
23. The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to standard set out for the purpose.
24. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
25. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
26. NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.
27. 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 and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through Arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.

3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by CMD, NSC whose decision will be binding on both the parties as stipulated in terms and condition contained in para 28 above.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for State Sales Tax / Central Sales Tax / VAT / GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case, the stocks failed in test results, the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
8. The weight of the seed container shall be checked at any point of transaction and in case any shortage is found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. The tenderer will have to give name of the firm, name of the processing plant, godowns, postal addresses, telephone Nos. E-Mail, name of the responsible person in the tender form itself so as to make further communication. After opening the tender, Tenderer have to check their email regularly for updates.

REQUIREMENTS OF TECHNICAL BID

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

PRICE BID FORMAT

(TO BE SUBMITTED IN FINANCIAL BID PART IN ONLINE FORM ONLY)

Sr. No.	Crop	Variety	Class	Quantity Offered (Qtls.)	Location of the stock/ Godown	Rate Rs. per Quintal for final packed seed quantity in NSC's Bag (Standard size) When packing material provided by NSC.	
						Ex-Godown	FOR-Guwahati
1.	Field Pea	HFP 715	CS				
2.	Rajmah	HUR 203	CS				
		HUR 301					

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

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