

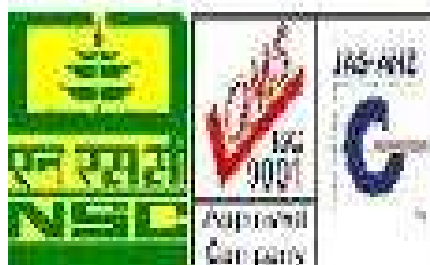
NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

PLOT NO. 24, INDUSTRIAL AREA, PHASE – IX,

REGIONAL OFFICE: MOHALI

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF TENDER/ CONTRACT

FOR

HYBRID FODDER SORGHUM CSH-24 MF (2000 Qtl); FODDER SORGHUM UPMC-503 (2000 Qtl); SSG RED (5000 Qtl); SSG WHITE (3000 Qtl); FODDER MAIZE AFRICAN TALL (2000 Qtl); RYE GRASS (250 Qtl); CS/TL SEED.

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM **ON LINE** ONLY

DATE FOR DOWNLOADING THE TENDER	11/01/2022
DATE & TIME FOR RECEIPT OF BIDS	01/02/2022 UP TO 1.00 P.M.
DATE & TIME FOR OPENING OF TECHNICAL BIDS	01/02/2022 AT 2.00 P.M.
DATE & TIME FOR OPENING OF FINANCIAL BIDS	02/02/2022. AT 2.00 PM
COST OF TENDER FORM (Non-refundable)	Rs. 1180/- (Including GST)
CONTACT DETAILS	0172-2215388 rm.chandigarh@indiaseeds.com chandigarhnsc@gmail.com

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National Seeds Corporation Limited

(A Government of India Undertaking)
Plot No.24, Phase No.9, Industrial Area

Regional Office: Mohali

Phone No.0172-2215388

No. (OS/Fodder)/Mktg./NSC-CHD/2021-22

Dated: 11/01/2021

E- NOTICE INVITING TENDER

National Seeds Corporation Ltd (A Govt. Of India Undertaking) Mohali invites E-Tenders in two bids system (Technical & Financial) towards purchase of **HYBRID FODDER SORGHUM CSH-24 MF (2000 Qtl); FODDER SORGHUM UPMC-503 (2000 Qtl); SSG RED (5000 Qtl); SSG WHITE (3000 Qtl); FODDER MAIZE AFRICAN TALL (2000 Qtl); RYE GRASS (250 Qtl); CS/TL SEED.** Therefore interested parties are requested to submit their offer online up to 1.00 PM on 01/02/2022 at NSC, Regional Office Plot No.-24, Phase-9, Industrial Area, Mohali. The tender shall be opened on same date & venue at 2.00 PM in the presence of Tenderers, if any. Minimum quantity offered should be **50% of any crop/variety tendered quantity.**

Accordingly details of Terms & Conditions can be obtained from website www.indiaseeds.com & <https://indiaseeds.eproc.in> such parties have to deposit **Rs.1180/- (Including GST) being cost of E-Tender documents through online mode only.** 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	11/01/2021
Tender Document Downloading Date	11/01/2021
Date and time for submission of online bid	01/02/2022 UP TO 1.00 P.M.
Date and time of opening of Technical Bid via Online mode at NSC, RO Mohali	01/02/2022 At 2.00 PM
Date and time of opening of Financial Bid*	02/02/2022 At 2.00 PM
Tender Fee including GST (To be deposited online/DD payable at NSC Ltd Mohali)	Rs.1180 (Rupees One Thousand One Hundred Eighty Only)
EMD (To be deposited online at NSC Ltd Mohali)	Kindly see the Table at page no. 10
Address for Communication	National Seeds Corporation Limited Plot No.24 Phase-9, Industrial Area, Mohali Pin-160062
Contact Person (with Phone No & E-Mail)	Email: rm.chandigarh@indiaseeds.com chandigarhnscc@gmail.com Ph.0172 / 0172-2215388

This Tender Document contains Two Parts

Part-A: Background, Job requirements, Deliverables and other operational aspects, Eligibility criteria, Instructions to bidders (SECTION-I for ONLINE MODE & SECTION II General Instructions) & General Terms and Conditions.

Part-B: Annexes/Formats for Bid Submission & other format14

Regional Manager

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>.

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 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 (Nonrefundable) 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 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 LTD.

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/-(including GST)** (Rupees One Thousand One Hundred Eighty Only) must be deposited in online mode only (As per instruction SECTION-I)

EARNEST MONEY (Refundable):

- EMD amount **Kindly see the Table at page no. 10** must be deposited before due date in online mode only at NSC Ltd Mohali (As per instruction SECTION-I)
- 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, the MSME vendors having Udyog Aadhar Memorandum or registered with DIC, KVIC, KBIV or any other body specified by Ministry of MSME shall be provided benefits under the said policy.

ELIGIBILITY CRITERIA: The criteria as fixed as per Part – A (Annexure – I).

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 opened 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, ask 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 (**Part- C/Annexure-III**) 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 **Other Terms & Conditions at page No. 10-11** 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 5 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 @ 5 % of the value of the purchase order in shape of Demand Draft /RTGS/NEFT ONLY

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 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 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 270 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.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited (NSCL) desires to purchase the following fodder seeds through reputed seed producers. Each Tenderer has to submit in two bid system

S. No.	Crop	Variety	Class of Seed	Quantity Required (Qtls.)	Packing Size
1	Hybrid Fodder Sorghum	CSH 24 MF	CS/TL	2000	2 Kg
2	Fodder Sorghum	UPMC-503	CS/TL	2000	3 / 4 Kg
3	SSG	SSG-Red	TL	5000	5 Kg
4	SSG	SSG-White	TL	3000	5 Kg
5	Fodder Maize	African Tall	CS/TL	2000	5 Kg
6	Rye Grass	Rye Grass	TL	250	0.5 / 1 Kg

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 certified / TL Fodder seeds should have quote **Rate Rs. / Qtl.** basis as per PART B (Annexure – II) in e-portal.

OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in **Rs. Per Qtl** for net final cleaned / graded /certified / TL seed packed in NSC packing (exclusive of bag weight) Ex-godown / F.O.R. Haryana & Punjab State. The rates shall be all inclusive of packing material (Primary Pouch Pack/BOPP Bag with handle/HPDE Bag/Non-Woven Bag/Cloth Bag/ Jute Bag) & secondary packing (HDPE Bags) and no other claim on taxes etc. if any leviable shall be entertained by NSC. Packing material design will be given by NSC. In case of packing material available with NSC, same may be provided to supplier and actual cost of packing material shall be deducted from supplier's bill.
2. The actual producers / societies / companies in whose name the production programme is registered are eligible to participate in the tender. The tenderers can offer and quote for **minimum 50% quantity of any/all crop-variety.**
3. The tender shall be accompanied with interest free Earnest Money Deposit (EMD) as per the table below. **The bifurcation of the EMD deposited should be mentioned in the Technical bid against the Crop/Variety for which the offer is quoted.**

S. No.	Crop	Variety	Class of Seed	Quantity Required (Qtls.)	EMD to be deposited (Lakh)
1	Hybrid Fodder Sorghum	CSH 24 MF	CS/TL	2000	2.00
2	Fodder Sorghum	UPMC-503	CS/TL	2000	1.50
3	SSG	SSG - Red	TL	5000	3.00
4	SSG	SSG - White	TL	3000	2.00
5	Fodder Maize	African Tall	CS/TL	2000	1.00
6	Rye Grass	Rye Grass	TL	250	1.00
	TOTAL			14250	10.50

EMD shall be remitted through RTGS/NEFT ONLY **in favor of National Seeds Corporation Ltd. Mohali.** 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/ MSME are exempted from EMD deposit. However, security deposit will be waived off only to the extent of monetary limit.

4. The suppliers offer shall be valid at least for **270 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. 2/- per day per Qtls. will be charged.
5. The successful tenderer shall remit interest free **security deposit @ 5% of the total value of the supply order** at the approved rate. This **deposit shall be remitted through RTGS/NEFT ONLY in favor of National Seeds Corporation Ltd. Mohali** within five working days from the date of receiving the NSC's purchase order / intimation. EMD of the successful tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD. The Security deposit shall be refunded, subject to the deal is deemed to have been completed satisfactorily and there is no complaint from the farmers regarding germination and quality of the seed supplied by the tenderer.
6. 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.
7. NSC shall have the right to inspect the operations of processing, grading, packing, dispatches etc. at supplier's premises/supply points from time to time.
8. NSC will draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in any lab identified by NSC. **In case of T/L lots meeting standard in QCL lab while for C/S supply lots meeting standard both in STL and QCL are essential.** Only the lot cleared by the lab as above will be finally accepted by NSC. NSC may draw samples for 25 % more quantity than the offered quantity to ensure that in the event of failure of any lot in the Lab, there is no shortfall in the supply from the ordered quantity.
9. The Seed stock shall conform to the quality specifications, prescribed in the **Minimum Seed Certification Standards 2013** as amended from time to time and shall possess good physical appearance and subjected to NSC's satisfaction with regard to quality, physical & genetical status.
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. **The Seed will be procured on actual demand basis.** However, NSC may increase 100% of final requirement from the quantity in the NIT if required.

12. In case so procured seed is supplied to NSC authorized dealer, 80% payment to the tenderer will be made through RTGS within 30 days of the receipt of the bills and the balance 20% after 90 days subject to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and acceptance.
13. In case of government supply, payment will be made on above ratio i.e. 80 % payment will be released within 30 days of receipt of payment against supply of seed from the concerned Govt. department and balance 20% after 90 days subject to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and acceptance.
14. **The NSC staff and the representative of the Govt. Department shall inspect the quality of Seed at the time of dispatch/ Receipt.**
15. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
16. In the event of any dispute/complaint with reference to the seed quality, if any, at any stage the responsibility of the supplier is proved/ established he shall bear the loss damage if any sustained by NSC to the relevant extent.
17. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
18. The tenderer shall make available to NSC a copy of the release order/certificate issued by SSCA for each seed lot delivered to NSC in case of certified seed.
19. The tenderer shall be responsible for GST and income tax liabilities if any. NSC will not carry any tax liability related with the transactions.
20. 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.
21. Quality control inspectors of the concerned State may draw the samples of the 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.
22. The weight of 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 tenderer shall be responsible for the legal consequences of weight and measurement Department.
23. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.
24. The tenderer shall be required to supply the seed 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.
25. The Packing size will be as given in Section – III (General Terms and Conditions of the contract) (Page No. 9) (Net; Exclusive of packing material) at the time of delivery to farmers. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible to participate in the tender.
26. The 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.
27. 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.
28. The Court of law situated at Delhi will have the jurisdiction in matter related to this tender or dispute during the performance of the contract. The seed 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.
- 29 **It is mandatory to submit source of planting material and Seed Directory (Farmer List) Also**
- 30 **The offered stock should be properly cleaned/graded and ready for verification/sampling. The supply order shall be placed only after physical verification/ sampling of the graded stock as per Indian MSCS 2013.**
(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)

PART – A
Annexure – I (Technical Bid)
(To be filled online and scanned copy to be uploaded in the NIT)

Owner Photo



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

TENDER FOR PURCHASE OF FODDER CS / TL SEED THROUGH OUTSOURCING PRODUCED OUT OF FRESH PRODUCTION.

TECHNICAL BID / COMPETENCY DETAILS:

01.	Name of Tenderer		
02.	Address:		
	i)Office:		
	ii)Plant:		
03.	Phone No:		
	i) Office :		
	ii) Plant :		
04.	Name of responsible person to handle the business:		
	S. No.	Name of Person	Mob. No.
	1.		
	2.		
	3.		
	4.		
05.	Firm Registration Certificate No.		
06.	Seed Business License No.		
07.	Seed Certification Agency Plant Registration No.		
08.	PAN No:		
09.	GST No :		
10.	i)Name & Address of Banker:		
	ii)Account Number:		
	iii) IFSC Code:		
11.	i)Storage Facility	a)Own Godownsqft & Location.....
		b)Hired Godownsqft & Location.....
	ii)Processing Facility	a) Own Machine	CapacityTPH
		b) Hired Machine	CapacityTPH

12. a) Since how long tenderer is dealing in seed production activity.

- i) Number of years
- ii) Past Performance details of last 2 years (All Crops put together):

S. No.	Year	Name of Agency/Company	Total contracted quantity (in Qtls.)	Total supplied quantity (in Qtls.)	Percent supply

(If required, separate sheet be enclosed)

b) Last year (2020-21) supply details to NSC under NIT –

S. No.	Crop/Variety	Stage (FS/CS/TL)	Contracted Quantity	Actual Supply	Percent Supply	Reasons for shortfall
1						
2						
3						
4						
5						
6						
7						

13. Total Physical / Financial Turn over:

S. No.	Financial Year	Physical Quantity (in Qtls.)	Financial Turnover (Turnover in Rs. Lakhs)
1	2019-20		
2	2020-21		
3			

14. Technical / other Manpower availability details:

S. No.	Name of Staff	Designation	Qualification
1			
2			
3			
4			

15. Organized production during **Rabi – Summer 2020-21, Kharif 2021 and Rabi – Summer 2021-22:**

S. No.	Crop / Variety	Season	Area proposed Hectares	Quantity Planned (Qtls.)	Expected Productivity per Hectare	Location of production programme District/Town
1						
2						
3						
4						
5						

16. Quantity Offered –

S. No	Crop/Variety	Class	NIT Quantity (Qtls.)	Quantity offered (in quintals)	EMD Deposited (in Lakh)	Stocking Point Address for physical verification & Sampling
1	Hybrid Fodder Sorghum / CSH 24 MF	CS	2000			
2		TL				
3	Fodder Sorghum / UPMC-503	CS	2000			
4		TL				
5	SSG / SSG-Red	TL	5000			
6	SSG / SSG-White	TL	3000			
7	Fodder Maize / African Tall	CS	2000			
8		TL				
9	Rye Grass	TL	250			

17. E.M.D. Details –

- i) DD/UTR No.
- ii) Bank
- iii) Amount

18. List of Enclosures: Tick (✓) Certificates enclosed.

1. Copy of valid Registration Certificate from seed Certification Agency.
2. Copy of valid Seed Business License from State Agriculture Department.
3. Copy of valid GST Certificate.
4. Photo copy of PAN Card.
5. Power of Attorney Certificate in case of Partnership Firm/ Company.
6. _____.

Above information is true to our knowledge and belief.

Signature of Tenderer

Stamp

Date: -----

AFFIDAVIT CERTIFICATE – I

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 seeds/material 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: _____

Dated: _____

AFFIDAVIT CERTIFICATE-II

I _____ (Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm under no circumstance 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: _____

Dated: _____

Check List of enclosures for Technical & Commercial Bids:

- EMD details with bifurcation for which Crop/Variety the EMD has been deposited
- Certification of Registration of Firm
- Partnership Deed if Partnership Firm.
- Seed Processing Plant Reg. no. and its validity
- Copy of valid Seed Business License from State Agriculture Department.
- 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 FY-2019-20 & FY-2020-21
- Copy of GST Registration No.
- 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. (Affidavit Certificate – I) (On Non-Judicial Stamp Paper)
- Affidavit no circumstances exceeded lowest price of identical goods to Govt./Semi Govt. Organizations. (Affidavit Certificate – II). (On Non-Judicial Stamp Paper)
- MSME registered with NSIC or Other Authorities Certificate with proper validity for quoted item.
- Each and every concerned page of tender document should be signed with stamp of authorized signatory tenderer.
- Audited Balance sheet along with P&L for FY-2019-20 & FY-2020-21
- Annual Turnover of the firms should not be less than Rs. 1.50 Crore during past two years (2019-20 & 2020-21).
- Evidence of access to financial resources.
- Source of planting material and Seed Directory (Farmer List)
- Other document if any in support of the tender.

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

PART – B
ANNEXURE – II (FINANCIAL BID)
(To be filled online only)

From
M/s-----

The Regional Manager
National Seeds Corporation Ltd.
Mohali.

Sir,

With reference to your advertisement in the Newspaper/e-portal dated for supply of different Fodder CS / TL seed as per the terms and conditions provided by you on NSC website. We are pleased to offer our competitive rates as under -

S. No	Crop	Variety	Class of Seed	Packing Size	Tendered Quantity (Qtls.)	Quantity offered (Qtls.)	Rate (Rs./Qtls.) for final, cleaned/graded quantity in NSC PACKING		
							F.O.R. Haryana	F.O.R. Punjab	Ex Godown
1	Hybrid Fodder Sorghum	CSH 24 MF	CS	2 Kg	2000				
2	Hybrid Fodder Sorghum	CSH 24 MF	TL						
3	Fodder Sorghum	UPMC 503	CS	3 / 4 Kg	2000				
4	Fodder Sorghum	UPMC 503	TL						
5	SSG	SSG – Red	TL	5 Kg	5000				
6	SSG	SSG – White	TL	5 KG	3000				
7	Fodder Maize	African Tall	CS	5 Kg	2000				
8	Fodder Maize	African Tall	TL						
9	Rye Grass	Rye Grass	TL	0.5 / 1 KG	250				

Seal:
Date:

Signature of the party with Name:

Phone/Mobile No.

PART - C
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 seed 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 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 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

1.

2.

Witness

1.

2.

PART-D

PRE-CONTRACT INTEGRITY PACT

(To be signed in case bid/contract amount exceeds Rs. One Crore)

General:-

1. Whereas National Seeds Corporation Limited represented byhereinafter referred to as the Buyer and the first party, proposes to procure through tender no. hereinafter referred to as goods, of the first part is a CPSE under Ministry of Agriculture, Government of India.

And

M/s. _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores. Whereas the Bidder is a (status of the bidder) constituted in accordance with the relevant law in the matter.

2. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the completion of the contract. Commitments of the Buyer
3. The Buyer Commits itself to the following:-
 - a. The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - b. The Buyer will treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
 - c. All the officials of the Buyer will report to the CVO office of any attempted or completed breaches of the above commitments on the part of Bidder under Integrity Pact.
4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is prima facie found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled. Commitments of Bidders
5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - a. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract. 21
 - b. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

- c. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- d. The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- e. The Bidder further confirms and declares to the Buyer that the Bidder is Competent to offer for seeds /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- f. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- h. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- i. The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression

- a. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- b. If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Company Code of Conduct

- a. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

- a. any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal 22 Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
 - ii. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

- iv. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
 - vi. To cancel all or any other Contracts with the Bidder.
 - vii. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
 - viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
 - ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
 - x. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - xi. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- b. The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. Fall Clause

- a. The Bidder undertakes that he has not supplied/is not supplying the similar seeds and seed materials at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded
 - b. The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.
10. Examination of Books of Accounts In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.
11. Law and Place of Jurisdiction This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi. 23
12. Other Legal Actions The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
13. Validity

- a. The validity of this Integrity Pact shall be from date of its signing and extend till satisfactory closer of the Contract.
- b. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____ .

BUYER BIDDER

CHIEF EXECUTIVE OFFICER
Company Name

Witness 1. _____

2. _____

1. _____

2. _____