

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)



NOTICE INVITING TENDER

FOR

Supply of Turmeric Var. Rajendra Sonia/ Roma CS/TL – 2000 qtls

& Ginger Var. Suruchi/ Suprabha/ Nadia CS/TL SEED - 200 qtls

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY

DATE FOR DOWNLOADING THE TENDER	08.03.2022
DATE & TIME FOR RECEIPT OF BIDS	14.03.2022 up to 1.00 p.m.
DATE & TIME FOR OPENING OF TECHNICAL BIDS	14.03.2022 at 2.00 p.m.
DATE & TIME FOR OPENING OF FINANCIAL BIDS	15.03.2022 at 2.00 p.m.
COST OF TENDER FORM (Non-refundable)	1180/- (Including GST)
Contact Details	0172 – 2215388 rm.chandigarh@indiaseeds.com

INDEX

S.No.	DESCRIPTION	PAGE No.
1	Notice Inviting Tender (NIT)	03
2	PART-A	04
3	SECTION -I	05-10
4.	Instructions to Tenderer-Online Mode	
	SECTION -II	11-12
5.	Other Terms and Conditions	
	SECTION –III	13-19
6.	Tender Form	
7.	Other Terms and Conditions	
8.	Technical Bid – Annex – A	
9.	Financial Bid – Annex – B	
10.	AFFIDAVIT Annex – A-1	
11.	AFFIDAVIT Annex – A-2	
12.	Check List of Enclosures for Technical & Financial Bid	
13.	SECTION - IV	20 - 21
	AGREEMENT	

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

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

Dated: 08.03.2022

NOTICE INVITING SHORT TERM E-TENDER

National Seeds Corporation (A Govt. Of India Undertaking) Mohali invites E-Tenders in two bids system (Technical & Financial) towards purchase of Turmeric Var. Rajendra Sonia/ Roma CS/TL – 2000 qtls & Ginger Var. Suruchi/ Suprabha/ Nadia CS/TL SEED - 200 qtls. Therefore, interested parties are requested to submit their offer online up to 1:00 PM on 14.03.2022 at NSC, Regional Office, Plot No.24, Phase-9 Industrial Area Mohali & after that tender shall be opened on same date & venue at 2:00 PM in the presence of Tenderers if any.

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

Particulars	Details
Date of issue of NIT	08.03.2022
Tender Document Download Start Date	08.03.2022
Date and time for submission of online bid	14.03.2022 up to 1:00 PM
Date and time of opening of Technical Bid	14.03.2022 at 2:00 PM
Date and time of opening of Financial Bid	15.03.2022 at 2:00 PM
Tender Fee(To be deposited online)	Rs.1180/- (One Thousand One Hundred Eighty only)
EMD (To be deposited online)	Rs. 1,50,000/- (Rupees One Lakh fifty thousand only)
Address for Communication	National Seeds Corporation Limited Plot no.24 Phase-9,Industrial Area, Mohali Pin-160062
Contact Details (with Phone No & E-Mail)	Ph-0172-2214388,2215388 Email: rm.chandigarh@indiaseeds.com / chandigarhnc@gmail.com
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 formats	

Regional Manager

PART-A

NATIONAL SEEDS CORPORATION LTD.

SECTION - I

INSTRUCTIONS TO BIDDER – ONLINE MODE

DEFINITIONS:

- ❖ **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- ❖ **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

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

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the application may be submitted following the instructions appearing on the screen/NIT.
- ii) A vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) 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.
- (ii) 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.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

4. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of applications will be done through online process.
- b) NSCL shall open documents of the application received in electronic form on the application due date. The financial bid shall be opened for only technically qualified bidders. The date of opening of financial bid will be informed online.

5. 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

6. 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)

7. ELIGIBILITY CRITERIA: -**Tenderers who are interested to supply Minimum 40% quantity of each variety is eligible for participation in the tender.** But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity.

The Tenderers should enclose a copy of current & previous year income tax return duly acknowledged by income –Tax Department.

8. SUBMISSION OF OFFER: - Offer must be submitted on-line. The prescribed tender form is provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets wherever detailed description is necessary. **Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

9. DEVIATION IN SPECIFICATION: - Normally no deviation from the specification laid-down in part “A” will be accepted. However, if the tenderer feels that he can supply the items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviate from the specification even though deviation may be minor.

10. DELIVERY OF GOODS: - The delivery period so specified in clause no.5 of section –II will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause-15 of section-II relating to liquidated damages which shall be binding.

11. QUOTATION OF PRICES: - Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise as indicated in part – A of the tender document and should be given strictly in a manner as indicated in the Annexure-**Part -I** of Section-III of the tender document, as under: -

A) The rates should be quoted for the offered items **on the basis of F.O.R. destination door delivery inclusive of GST, Packing & Forwarding charges, loading and unloading etc. The inspection, Verification and Testing charges will be borne by the supplier.** In case of full truck load/part load F.O.R. Destination will mean delivery at the destination station.

B) If the rates quoted by tenderer are exclusive of GST or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid. If **any other Form** is required, it should be clearly indicated in the tender.

12. 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 term 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.**

13. EARNEST MONEY: EMD amount of Rs 1,50,000/- (Rupees One Lakh fifty thousand Only) must be deposited before due date in online mode only. 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.

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.

Offers of the firms other than (MSME) small scale industries as defined above not accompanied by EMD will be summarily rejected.

No adjustment of EMD from the dues, if any, available with the corporation, against the supplies made by the supplier in the past shall be allowed. Tenders with such request and not accompanied with requisite amount of EMD free from any adjustment shall be summarily rejected. EMD of the successful tenderer can be adjusted in the security amount.

Any Tender not secured in accordance with above will be rejected by the purchaser as non-responsive.

14. FORMAT AND SIGNING OF TENDER: - (a) **Tenderers** are required to submit their e- tender as per the prescribed Performa 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 / Hindi languages. It shall be digitally signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

15. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers must submit the offer of quoted item as per Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of Part 'B' of tender document, requisite EMD, profile of the company as per Annexure-B of Section-III Part 'II' along with documents as per the check list and other document if any in support of offer. All papers should be digitally signed.

16. PRICE BID - containing prices as per clause-10 of Section-I Part-B in a prescribed Performa given in Annexure-B Section-III Part 'B' of the tender document.

17. 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.

18. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser not later than time and date specified in the invitation for tender.

19. LATE TENDER: -After deadline for submission of tender prescribed by the purchaser, pursuant to NIT / Tender Document / any amendment will not be entertained.

20. OPENING OF TENDER: - The purchaser/Corporation will open tenders online. The "**Technical & Financial bids**" 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 & Commercial 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**, opening of **Financial bid** will be **done on next day**.

21. 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.

22. 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

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

(i) To sign the contract in accordance with clause no. 30(a) & (c) or

(ii) To furnish security deposit in accordance with clause no 30(b).

(iii) To void any terms and condition and supply the material with in time as agreed/mentioned in agreement signed in accordance with clause no. 30(a) & (c).

23. 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.

24. VALIDITY OF OFFER: The tenderer shall keep their offers open for acceptance for a period of 90 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. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected. The tender can further be extended with the mutual consent of both the parties

25. AWARD CRITERIA: -Subject to Clause No. 25, 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.

26. PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: -The Purchaser/ Corporation reserve the right at the time of award of contract to increase or decrease the quantity of goods specified in the schedule of requirements without any change in price or other terms & conditions. The quantity of goods may be increased up to 100% of the tender quantity.

227. 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 to annul the tendering process 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.

28. 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.

29. 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.

30. PURCHASE PREFERENCE TO MSMEs: - As per Public Procurement Policy for MSMEs Order 2012.

31. REPEAT ORDER: - Repeat Order can be placed beyond 90 days from the opening of the tender on need basis with the prior consent of the supplier.

32. CONTRACTS:

(a) SIGNING OF CONTRACT: The successful tenderers **within 5 days** from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -V of part “B” of the tender document, wherever the value of items ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part ‘B’ 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 tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping 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 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 @ 3 % of the value of the Tender offer through RTGS/NEFT**

(c) PRE-CONTRACT INTEGRITY PACT: -Successful Tenderers whose supply /work order of value of Rs more than One Crore will have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Performa given in Section VI part "B" of the Tender Document.

33. REFUND OF EARNEST MONEY: -

(A) Unsuccessful tenderers: 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 and the Corporation will not be responsible for reimbursing to the tenderers the Bank’s commission for encashing the same.

(B) Successful Tenderers:

(i) The successful tenderers shall deposit the security money within 5 days from the date of issue of purchase order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in clause-iv of Section-II, Part ‘B’ of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -V of part “B” of the tender document.

(ii) After the successful tenderer has completed formalities as i.e. Security Deposit/Agreement/Timely supply of Seed etc, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

SECTION-II
OTHER TERMS AND CONDITIONS

e-Tender shall be submitted to NSC in the tenderer letter head using the enclosed “offer format” prescribed by NSC for supply of Turmeric Var. Rajendra Sonia/ Roma CS/TL – 2000 qtls & Ginger Var. Suruchi/ Suprabha/ Nadia CS/TL SEED - 200 qtls. Tenderer can offer rates for **minimum quantity of 40% of each varieties**

Sr. No.	Crop	Variety	Class of Seed	Tender Quantity (Qtls)
1.	Turmeric	Rajendra Sonia/ Roma	CS/TL	2000
2.	Ginger	Suruchi/ Suprabha/ Nadia	CS/TL	200

1. Rate shall be quoted in **Rs. per Qtl. F.O.R. Haryana, F.O.R J&K** and on **Ex-Godown basis** for the net final cleaned/graded, tested and packed quantity in supplier packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on taxes etc if any leviable shall be entertained.
2. The tender shall be accompanied with interest free earnest money deposit **of Rs. 1,50,000/-**. EMD shall be remitted through RTGS/NEFT 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 as specified in Part-A are exempted from deposit of EMD deposit subject to fulfilling the conditions.
4. The supplier will submit a properly labeled/sealed representative sample of one kg seed of each item along with the sealed tender. Tenders without the sample maybe rejected. Seed stock will be accepted by NSC only if it is visibly resembling the representative sample so presented.
5. **The supplier’s offer shall be valid for atleast 90 days from the date of the opening of the NIT.** Offer of quantity less than **40%** will not be considered. If C/S of above crop is not available, then T/L seed may be considered. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence within fifteen days of final clearance by NSC and should be completed within ten days of NSC’s final confirmation. 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 qtl. will be charged.
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. The Seed shall be processed and packed in NSC design to be provided by NSC as per NSC’s requirement at the supplier’s premises at his cost and expense including packing material cost. NSC shall have the right to inspect the operations 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 NSC’s quality Control lab, NSC New Delhi or any other lab identified by NSC. Only the lot cleared by NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the supply order to ensure that in the event of failure of any lot in QCL there is no shortfall in the supply from the ordered quantity.
9. The Seed stock shall confirm to the quality specifications, prescribed in the Minimum Seed Certification Standards 1988 as amended from time to time and shall possess good physical appearance and subjected to NSC’s satisfaction with regard to quality, physical & genetic 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. NSC may increase or decrease the final requirement of the quantity given in the NIT. **The seed will be purchased only on actual need basis.** NSC may increase 100% quantity over and above the quantity

mentioned in the NIT and may repeat the purchase order, if required, with the mutual consent of both the parties.

12. 80% payment will be released through RTGS within 30 days after receipt of payment from concerned Dealer/Govt. Department subject to fulfilling the requirements set out in the Terms and Conditions and balance 20% after 90 days.

13. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.

14. 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 the relevant extent.

15. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.

16. The tenderer shall make available to NSC a copy of the release order / certificate issued by SSCA for each lot delivered to NSC.

17. The tenderer shall be responsible for all taxes like GST and income tax liabilities if any. NSC will not carry any tax liability related with the transaction.

18. NSC will not be responsible for the losses incurred to the tenderer during transport or due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.

19. 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.

20. 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.

21. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.

22. 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.

23. The disputed parties i.e. black listed and whose EMD has been forfeited by NSC are not eligible to participate in the tender.

24. The Regional Manager, NSC Mohali 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 Manager further reserves the right to award contract/issue the order for supplies to more than one tenderer.

26. 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.

27. The Court of law situated at Delhi will have the jurisdiction in matter related this tender or any dispute during the performance of the contract.

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

Signature of the tenderer
Name Address (with seal)

Date.....
Place.....

SECTION-III
TENDERFORM

To
Regional Manager,
National Seeds Corporation Ltd
Mohali.

FROM.....
.....
.....

Sir,

(i) I/We _____ have read the tender documents as issued by National Seeds Corporation. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I /We agree to keep the offer open for acceptance for a period of 90 days from the date of tender opening.

(iii) I /We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

(iv) I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within stipulated time period from the date of placing the order of Intent.

I offer to supply the items as per Technical Bid Form attached.

EMD payment details in favor of **National Seeds Corporation, Mohali** submitted online RTGS/NEFT.....

OR

We are a small scale unit registered with N S I C under ministry of MSME for item _____ under single point registration scheme after 30.6.18 or registered under Ministry of MSME (photocopy of registration certificate is enclosed) Our Registration No. is _____

(v) I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I/we withdraw the offer at any ground after opening of Tender.

(b) I/we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi) I/We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____.

(vii) I/ We have read the arbitration clause in Section-I & II of part 'B' of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute

of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**

(viii) It is agreed that the Civil Courts at Delhi / New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(ix) Income tax PAN No :- (A copy is enclosed herewith).

(x) GST No. (A copy is enclosed herewith).

(xi) Company profile in the prescribed proforma given in Annexure- B of Section III of part “B” of Tender Document and duly signed & stamped specification for the items of Part “A” and the terms and conditions of Section I & II of Part “B” contained in the Tender document is uploaded.

(xii) Rates are quoted as in the prescribed format given in Annexure “A” of Section III of Part B of Tender document

(xiii) I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid and the firm is found suitable during spot verification by NSC’s officers.

(xiv) I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted.

Thanking you,

Place: -----

Date: -----

Signature: -----

Name of Authorized Signatory: -----

Address: -----

Phone/Mobile No: -----

Mobile No: -----

SEAL

FORM FOR TECHNICAL BID

FROM.....
.....
.....

To,
Regional Manager,
National Seeds Corporation Ltd
Mohali

Sir,

Profiles of our company/firm are as under:

1. Name & address of the bidder: _____

2. Seed licensee No. _____
3. Seed Production Experience years _____
4. GST No. _____
5. PAN No. _____
6. Details of seed production of previous two years:
 - 2020-21: _____
 - 2021-22: _____
7. Source of planting material: _____
8. Offer Quantity: _____

S. No.	Crop	Variety	Class of seed	Tender Quantity	Quantity Offered	Stocking point (Complete Address for Physical verification)
1.	Turmeric	Rajendra	CS	2000 qtls		
2.		Sonia	TL			
3.		Roma	CS			
4.			TL			
5.	Ginger	Suruchi	CS	200 qtls		
6.			TL			
7.		Suprabha	CS			
8.			TL			
9.		Nadia	CS			
10.			TL			

As desired, one kg of true representative sample of each of the above is presented separately.

Also as required the details of EMD of **Rs. 1,50,000.00 (Rupees One Lakh Five Thousand only)** submitted through RTGS/NEFT-----dated..... in favor of NSC Mohali.

Looking forward to your esteemed order.

Place _____

Date _____

Signature of party
Name & Address/Seal

FINANCIAL BID/ PRICE BID
(To be filled online only)

ANNEXURE - B

From:
M/s-----

To,

The Regional Manager
National Seeds Corporation Ltd.
Mohali

Sir,

With reference to your advertisement in the Newspaper dated _____ for supply of **Turmeric and Ginger CS/TL** as per the terms and conditions provided by you.

The particulars of offer are given below: -

S. No.	Crop	Variety	Class of Seed	Tender Qty (Qtls)	Qty. Offered (Qtls.)	Rate (Rs./Qtls.) for final, cleaned/graded quantity in NSC PACKING		
						Ex-Godown	F.O.R Haryana	F.O.R. J&K
1.	Turmeric	Rajendra Sonia	CS	2000				
2.			TL					
3.		Roma	CS					
4.			TL					
5.	Ginger	Suruchi	CS	200				
6.			TL					
7.		Suprabha	CS					
8.			TL					
9.		Nadia	CS					
10.			TL					

Signature of party with

Name: -----

Seal: -----

Date: -----

Phone No-----

Affidavit Certificate

I _____ (Name, Designation and Address)
hereby declare that my firm / Company has not been debarred / black-listed by any of the Govt.
Department / Govt. Agencies where I had supplied the goods during the
last _____ years and no arbitration case pending in NSC office.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

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.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of Registration of the firm.
3. Partnership Deed; if Partnership firm.
4. Authorization / Resolution for signing of bid; if it is limited company or partnership firm.
5. An affidavit of ownership; if proprietary firm / sole traders.
6. A copy of PAN No & Income-tax Return for the FY-2019-20 (Assessment year 2020-21) & FY-2020-21 (Assessment Year 2021-22).
7. Audited Balance Sheet for last two years i.e. FY-2019-20 (Assessment year 2020-21) & FY-2020-21 (Assessment Year 2021-22) along with profit and loss statement
8. Copy of GST Registration No.
9. Business performance certificate from customers for quality and timely supply; preferably from Govt. Organization.
10. If representative participating, letter of authorization to participate in the tender opening / negotiation of rate.
11. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
(**Annexure-A-1**, On non-judicial stamp paper)
12. Affidavit – no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations. (**Annexure-A-2**, On non-judicial stamp paper)
13. MSME registered with NSIC or Other Authorities Certificate with proper validity for quoted item.
14. Other document, if any, in support of the tender.
15. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
16. Evidence of access to financial resources.
17. Source of planting material
18. List of Growers

Note: - In absence of any above document, offer may be liable for rejection.

SECTION-IV

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 Turmeric and Ginger 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-II of Part-B of tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

All disputes or differences 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 shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation and in the absence of MD, 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.

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, Incharge 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.