



NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI-RATNA COMPANY)

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

REGIONAL OFFICE: MOHALI- CHANDIGARH

(CIN NO: U 74899 DL 1963 GOI 003913)

TERMS & CONDITIONS OF TENDER/ CONTRACT FOR SUPPLY OF PEAS AP-1; AP-3 ; ARKEL & PB-89 CS SEED

TENDER SHOULD BE SUBMITTED ON LINE IN TWO BIDS SYSTEM

DATE FOR DOWNLOADING THE TENDER	10.03.2022
DATE & TIME FOR RECEIPT OF BIDS	30.03.2022 UPTO 1:00 PM
DATE & TIME FOR OPENING OF TECHNICAL BIDS	30.03.2022 AT 2:00 PM
DATE & TIME FOR OPENING OF FINANCIAL BIDS	31.03.2022 AT 2:00 PM
COST OF TENDER FORM (Non-refundable)	Rs.1180/- (Including GST)
CONTACT DETAILS	0172-2215388

INDEX

S. NO.	DESCRIPTION	PAGE NO.
1.	NOTICE INVITING TENDER (NIT)	3
2.	SECTION – I& II INSTRUCTIONS TO TENDERERS – OFFLINE / ONLINE MODE	4 - 5
3	SECTION – III INSTRUCTIONS TO TENDERERS	6-8
4.	SECTION – IV GENERAL TERMS AND CONDITIONS	9
5.	OTHER TERMS AND CONDITIONS	10- 11
6.	FORMAT OF TECHNICAL BID – (ANNEXURE – I)	12– 15
7.	AFFIDAVIT-1 PART – A & AFFIDAVIT-2 PART – A	
8.	CHECK LIST OF ENCLOSURES FOR TECHNICAL & COMMERCIAL BIDS	16
9.	FORMAT OF FINANCIAL BID – PART – B (ANNEXURE-II)	17
10.	AGREEMENT (ENGLISH) – PART – C (ANNEXURE-III)	18-19

National Seeds Corporation Limited
(A Government of India Undertaking-Mini-Ratna Company))
Plot No.24, Phase No.9, Industrial Area
Regional Office: Mohali-Chandigarh
Phone No.0172-2214388/2215388

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

Dated: 10.03.2022

NOTICE INVITING TENDER

National Seeds Corporation Limited (A Govt. Of India Undertaking) Mohali invites **Online** Tenders in two bids system (Technical & Financial) towards purchase of **Peas AP-1: 2000 Qtls., Peas AP-3: 1500 qtls; Peas Arkel: 1500 Qtls. and 2000 Qtls. Peas PB-89 Certified seed.** Therefore, interested parties are requested to **submit their offers online up to 1.00 PM on 30.03.2022** 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. **Minimum quantity offered should be 40%.**

Accordingly Tender Form; details of Terms & Conditions can be obtained from website www.indiaseeds.com & <https://indiaseeds.eproc.in> for online tendering. Participating parties have to deposit an amount of **Rs.1180/- (Including GST) being cost of Tender documents online.** 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-portals <https://indiaseeds.eproc.in>**

Particulars	Details
Date of issue of NIT	10.03.2022
Tender Document Downloading Date	10.03.2022
Cut-off Date & time for submission of online bid	30.03.2022 up to 1:00 PM
Date and time of opening of Technical Bid	30.03.2022 at 2:00 PM
Tender Fee including GST (To be deposited online)	Rs. 1180.00 (One Thousand One Hundred Eighty Only)
EMD (To be deposited online) NSC Ltd Chandigarh)	Rs.10,00,000/- (Ten lakhs Only)
Address for Communication	National Seeds Corporation Limited Plot no.24 Phase-9, Industrial Area, Mohali – 160062
Contact Details (Phone No. & e-Mail)	Email: rm.chandigarh@indiaseeds.com chandigarhnsce@gmail.com Ph. 0172-2215388

This Tender Document contains Three Parts

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

PART B : Annexes/Formats for Bid Submission & other formats.

PART C : Annexure – III (Agreement)

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 LIMITED

SECTION - III

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 online (As per instruction SECTION-I)

EARNEST MONEY (Refundable):

- **EMD amount @ Rs.10,00,000/- (Rupees Ten Lakhs Only)** must be deposited before due date online only. **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. Outstanding amount, if any, of the supplier with NSC will not be considered for EMD. (As per instruction SECTION-I)
- **Exemption of Earnest Money Deposit** – 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 form in Online Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

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

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

AWARD OF CONTRACT:

- **Award Criteria:** Purchase committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.
- **Notification of award:** Prior to the expiration of the period of bid validity Selection Committee will place a Firm order or notify the successful Bidder in writing.

- **Cancellation of Work order/ AMC Services:** NSC reserves the right to cancel the contract /AMC service at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm.

CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, asks the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted

FORFEITURE OF THE EARNEST MONEY: Earnest Money may be forfeited.

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

OR

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

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

CONTRACTS:

(a) SIGNING OF CONTRACT:

The successful Bidders within 5 days from date of issue the Purchase Order, shall sign and date agreement as per the format given (**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.

(b) SECURITY MONEY:

The Successful Tenderers **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 purchase order through RTGS/NEFT only. EMD will be adjusted in S.D.**

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 210 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 tenderers of the grounds for the purchaser’s action.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited desires to purchase Peas AP-1; AP-3; Arkel and PB-89 C/Seed through reputed seed producers. Each Tenderer has to submit offer in two bid system

Procedure for submission of Tender

Each Tenderer shall submit in two parts.

1. TECHNICALBID:

The Online 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. FINANCIALBID:

The Online FINANCIAL BID for supply of **Peas AP-1; AP-3; Arkel and PB 89 certified seed** should quote **Rate Rs. / Qtl** basis inclusive of packing material as per **PART B (Annexure – II)**.

S. No.	Crop	Variety	Class of Seed	Quantity Required (Qtls.)	Packing Size
1	Peas	AP-1	CS	2000	10/20/30/40 Kg
2	Peas	AP-3	CS	1500	10/20/30/40 Kg
3	Peas	Arkel	CS	1500	10/20/30/40 Kg
4	Peas	PB-89	CS	2000	10/20/30/40 Kg

OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in **Rs. Per Qtl** for net final cleaned / graded certified seed packed in NSC packing (exclusive of bag weight) on Ex-godown / F.O.R. Himachal Pradesh/ J&K. **The rates shall be all inclusive of packing material (HDPE Bags, BOPP Bags, Jute Bag, Cloth Bags etc)** and no other claim on taxes etc., if any; leviable shall be entertained by NSC. **Packing material design will be provided by NSC.** In case of packing material provided by NSC, the cost of the same will be paid by tenderer.
2. The actual producers / societies / companies in whose name the production programme is registered are eligible to participate in the tender. The tenderer can also offer the quantities of peas seeds produced through their sister concerned if any. The tenderers can offer and quote for **minimum of 40% of individual variety or all varieties put together.**
3. The tender shall be accompanied with interest free earnest money deposit (**EMD**) **Rs. 10.00 Lakh**. EMD shall be remitted through RTGS/NEFT ONLY in favour 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 are exempted from EMD deposit. However, security deposit will be waived off only to the extent of monetary limit. Outstanding amount, if any, of the supplier with NSC will not be considered for EMD.
4. The Tender will be opened on the scheduled date and time specified in the NIT. In case of any unforeseen reasons bid is not opened on schedule date and time, both bids Technical as well as Commercial will be opened on next day at the scheduled time.
5. The suppliers offer shall be valid at least for **210 days** from the date of opening of tender. 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 deliberate delayed supplies penalty of Rs. 2/- per day per Qtl. will be charged.
6. The successful tenderer shall remit interest free **security deposit @ 3% of the total value of the supply order** at the approved rate. This **deposit shall be remitted through RTGS/NEFT ONLY in favour 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 after **210 days**, subject to the deal is deemed to have been completed satisfactorily and there is no serious complaint from the farmers regarding germination and quality of the seed supplied by the tenderer.
7. The successful tenderer will execute a formal agreement with NSC on **non-judicial stamp paper of requisite 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.
8. The seed shall be processed & packed as per NSC's requirement at the supplier's premises at his cost and expenses. 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. The packing material is to be arranged by the supplier at his own cost. NSC will provide the printing matter for the same. However, in case the packing material is made available by NSC, then the cost of packing material will be deducted from the amount payable to the supplier.
9. 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. **The lots cleared by the both STL & QCL lab will only 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. Further in any case, if NSC is not able to test the samples in QCL, then the seeds will be procured only on STL basis and entire responsibility of quality will lies with supplier.
10. The Seed stock shall conform to the quality specifications, prescribed in the **Minimum Seed Certification Standards 2013 (MSCS)** 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.
11. 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.
- 12 **The seed will be procured on actual requirement basis.** NSC may increase or decrease the requirement of the quantity in the NIT, if required; NSC may repeat the order for the additional quantity within six months from the date of Security Deposit remittance. The purchase order will be issued from time to time as and when the demand

is received within season. The purchases will be done only against confirm indent and NSC does not guarantee 100% lifting of offered quantity.

13. **In case of so procured seed is supplied to NSC authorized dealer, 80% payment to the tenderer will be made through RTGS on the receipt of the bills and balance 20% after 90 days of receipt of suppliers bills and also subject** to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and no field complaint is received.
14. **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 10% after 90 days of receipt of bills of supplier or within 45 days of receipt of payments from the Govt Deptt. whichever is later and also subject** to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and no field complaint is received.
15. The NSC staff and the representative of Department of Agriculture, J&K; Haryana; Himachal Pradesh and Punjab State shall inspect the quality of Seed at the time of dispatch.
16. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
17. 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.
18. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
19. 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.
20. The tenderer shall be responsible for GST and income tax liabilities if any. NSC will not carry any tax liability related with the transactions.
21. 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.
22. 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.
23. 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.
24. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.
25. The tenderer shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to noncompliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
26. The Packing size will be as given in Section – III (General Terms and Conditions of the contract) (Page No. 10) (Net weight; Exclusive of packing material) at the time of delivery to farmers.
27. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible to participate in the tender.
28. 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.
29. 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.
30. The Court of law situated at Delhi will have the jurisdiction in matter related to this tender or /and dispute during the performance of the contract. The 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.
31. The tenderer has to submit the source of planting material and Seed Directory (Farmer List).

(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)
Owner Photo

Self Attested

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

**TENDER FOR PURCHASE OF PEAS AP-1; PEAS AP-3; PEAS ARKEL& PEAS PB-89 C/S
THROUGH OUTSOURCING; 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	Cell No.
	1.		
	2.		
	3.		
	4.		
	5.		
05.	Registration Certificate No.		
06.	Seed License No.		
07.	Seed Certification Agency Plant Registration No.		
08.	PAN No:		
09	GST No :		
10	i)Name & Address of Banker:		
	ii)Account Number:		
11	i)Storage Facility	a)Own Godownsqft & Location.....
		b)Hired Godownsqft & Location.....
	ii)Processing Facility	a) Own Machine	CapacityTPH
		Make.....	
	b) Hired Machine	CapacityTPH	
	Make		

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

- i) Number of years
- ii) Past supply 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)

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. Organized production of Peas during **Rabi 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						

15. Quantity Offered –

S. No	rop/Variety	Class	Tender Qty (Qtls)	Quantity offered (Qtls))	Stock Point Address for physical verification & Sampling
1	Peas AP-1	CS	2000		
2	Peas AP-3	CS	1500		
3	Peas Arkel	CS	1500		
4.	Peas PB-89	CS	2000		

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-1

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

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Dated: _____

AFFIDAVIT CERTIFICATE- 2

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

- Tender Fee & EMD Details
- Certification of Registration of Firm
- Partnership Deed if Partnership Firm.
- Authorization/Resolution for signing of bid if it is limited company or partnership firm.
- An affidavit of ownership if proprietary firm / sole traders.
- Seed Processing Plant Reg. no. and its validity
- Copy of valid Seed Business License from State Agriculture Department.
- A copy of PAN No. & Income Tax Return for the FY 2019-20 (Assessment Year 2020-21) & FY 2020-21 (Assessment Year 2021-22)
- 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 – 1, on non-judicial stamp paper)
- MSME registered with NSIC Certificate with proper validity for items of rate offered.
- Other document if any in support of the tender.
- Each and every concerned page of tender document should be signed with stamp of authorized signatory tenderer.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt/Semi Govt. Organizations. (Affidavit Certificate – 2, on non-judicial stamp paper)
- Audited Balance sheet along with P&L for FY 2019-20 (Assessment Year 2020-21) & FY 2020-21 (Assessment Year 2021-22)
- Annual turnover of the firms should not be less than 2 Crore for past two years (2019-20 & 2020-21)
- Source of planting material and Seed Directory (Farmer List)
- Evidence of access to financial resources.

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

PART – B

ANNEXURE – II (FINANCIAL BID)

From:

M/s-----

To,

The Regional Manager
National Seeds Corporation Ltd.
Mohali –Chandigarh.

Sir,

With reference to your advertisement in the Newspaper/e-portal dated for supply of **Peas AP-1; Peas AP-3; Peas Arkel & Peas PB – 89 certified seed** as per the terms and conditions provided by you on NSC’s website/ Tender document, we are pleased to offer our competitive rates as under -

S. No	Crop	Variety	Class of Seed	Packing Size (Kg.)	Tender Qty. (Qtls.)	Quantity offered (Qtls.)	Rate for final, cleaned/graded quantity in NSC PACKING (Rs./Qtls.)		
							Ex - Godown	F.O.R. Supply	
								HP	J&K
1	Peas	AP-1	CS	10/20	2000				
				30/40					
2	Peas	AP-3	CS	10/20	1500				
				30/40					
3	Peas	Arkel	CS	10/20	1500				
				30/40					
4	Peas	PB-89	CS	10/20	2000				
				30/40					

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 seed/material as per specifications & quantities 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.