

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)

OFFICE: CENTRAL STATE FARM-JAWALGERA (RAICHUR)-584 143 (Karnataka)

(CIN NO: U 74899 DL 1963 GOI 003913)



OFFLINE TENDER

PROCUREMENT OF CEMENT (OPC 43-Grade)

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM OFFLINE

at NSC, Ltd. Central State Farm-Jawalgera, Karnataka

LAST DATE & TIME FOR RECEIPT OF BIDS. : UP TO 15:00 HR. ON 25.07.2022

DATE & TIME OF OPENING OF BIDS. : AT 15:30 HR ON 25.07.2022



राष्ट्रीय बीज निगम लिमिटेड (भारत)

सरकार का उपक्रम- मिनिरल कम्पनी
(CIN : U74899DL1963GOI003913)

Website: www.indiaseeds.com

केंद्रीय राज्य फार्म, जावलगेरा

तहसील: सिंधनूर, जिला: रायचूर

कर्नाटक - 584143

फ़ोन: 08535&201246

ई-मेल : csf.raichur@indiaseeds.com,

csfrcr@gmail.com

GST No.:29AABCN8973F1Z0

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

(CIN :U74899DL1963GOI003913)

Website: www.indiaseeds.com

CENTRAL STATE FARM

JAWALGERA

TQ: SINDHANUR, DISTT: RAICHUR

KARNATAKA 584 143

PHONE: 08535- 201246

E-Mail- csf.raichur@indiaseeds.com

csfrcr@gmail.com

GST No.: 29AABCN8973F1Z0



No. CSF/JWL/7(21-1)/Store (Tech.)/2022-23

Dated: 04.07.2022

TENDER SUMMARY

National Seeds Corporation Ltd., Central State Farm, Raichur invites sealed tender from reputed manufacturers and suppliers for supply of cement (OPC grade 43). The details are given below:-

1	Name of material/goods	Cement (OPC grade 43)
2	Quantity	920 bags
3	Location	Central State Farm, Raichur
4	Estimated cost	Rs. 3,70,000/-
4	Earnest money	Rs. 9500.00/-
5	Cost of tender	Rs. 590.00 (Non-refundable)
6	Start date and time of uploading of tender	04.07.2022 10:00 Hrs.
7	Last date and time of submission of tender	25.07.2022 15:00 Hrs.
8	Date and time of opening of tender	25.07.2022 15:30 Hrs.
9	Address of communication	National Seeds Corporation Limited, CSF 2 nd -Camp, Central State Farm Jawalgera, Tq: Sindhnaur, Distt: Raichur, Karnataka- 584143 e-mail:- csf.raichur@indiaseeds.com mechanical.csf@gmail.com

For any Tender related queries please contact undersigned.

Jr. Engineer (Engg.)
Mob. No.- 8920543184

NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

**CENTRAL STATE FARM
RAICHUR**

PHONES: +91-8920543184

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mechanical.csf@gmail.com

TENDER DOCUMENT

(I)	Notice inviting tender showing details of requirement	: 4-5
(II)	PART 'A'	
	Specification	: 6
(III)	PART 'B'	
1.	Instruction to Tenderer	: 7-11
2.	General terms and conditions of the contract	: 12-15
3.	Tender Form	: 16-17
4.	Annexure A, B,A-1,A-2, A-3	: 18-25
5.	Details of Destinations	: 26
6.	Check list of enclosures for technical and financial bid	: 27

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CENTRAL STATE FARM
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No. CSF/JWL/7(21-1)/Store (Tech.)/2022-23

Dated: 04.07.2022

NOTICE INVITING SEALED TENDER

E-tenders are invited in prescribed Tender Form from reputed manufacturers/ suppliers for supply of Cement Bags as per details given below:-

Particulars	Actual Quantity (nos.)	EMD required to be deposited (in Rs.)
CEMENT Bags ((O.P.C.), 43 Grade), Standard Packing 50 kg. per bag	920 Bags	9500.00

Tentative Schedule of supply

The supply should be done in two phases i.e. first phase supply will be done within 15 days of issue of Purchase Order and Second phase supply should be done after 14 days of issue of Purchase Order within 15 days. The quantity of bags to be supplied will be intimated along with the supply order.

EMD should be paid through RTGS/NEFT. Online transaction may be accepted in form of NEFT/RTGS (National Seeds Corporation Ltd, Bank- SBI, (A/C No.- 34019001808, IFSC-SBIN0007861), scan copy of transaction must be uploaded along with technical documents.

1. Bids must be submitted offline through submission of filled tender form in the office of NSC, Ltd. Central State Farm-Jawalgera, Sindhanur, Raichur-584143 on or before 15:00 hours on 25.07.2022. Technical bid will be opened on 25.07.2022 at 15:30 hours The Price bids of the commercially & technically qualified bidders shall be opened subsequently.

Cement Bags reserved for MSEs as per Public Procurement Policy for MSEs order 2012.

The tenderer has to register & submit tender document along with **cost for tender document of Rs. 590/- (non-refundable)**. The tender document can also be seen and downloaded from our website www.indiaseeds.com and CPP portal www.eprocure.gov.in . The payment may be done on-line through RTGS/NEFT.

Bid without payment of Tender cost and EMD shall be liable for rejection. However, MSEs registered with NSIC are exempted from payment of cost of tender document & EMD. MSEs are entitled to avail the benefit of purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, subject to furnishing of the documentary proof in support of claim along with their request letter.

Head of the Farm, National Seeds Corporation Ltd., CSF-Raichur reserves the right to accept or reject any or all tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website www.indiaseeds.com.

Last date and time for receipt of Bids
Date & Time of Opening of Bids

: Up to 15:00 hr. on 25.07.2022
: At 15:30 hr. on 25.07.2022

Jr. Engineer (Engg.)

Part-A
SPECIFICATION OF CEMENT BAGS

Specification	Actual Quantity (nos.)
CEMENT ((O.P.C.), 43 Grade), Standard Packing 50 kg. per bag	920 Bags

Part- B
SECTION – I

INSTRUCTIONS TO BIDDER – OFFLINE MODE

I. ACCESSING / PURCHASING OF BID DOCUMENTS:

- To participate in the bid, it is mandatory for the applicants to purchase the Tender Documents by submitting a non-refundable amount of Rs. 590/- inclusive of all taxes through **online** mode (NEFT/RTGS) in the account of National Seeds Corporation Limited as mentioned below or can obtain tender document by visiting in our official website www.indiaseeds.com.

Account Holder Name	:	National Seeds Corporation Limited
Bank Name	:	State Bank of India
Account Number	:	34019001808
IFSC Code	:	SBIN0007861

- The amendments / clarifications to the tender, if any, will be posted on the NSCL Website (www.indiaseeds.com).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS
- 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 at Tender section (www.indiaseeds.com).
- It is highly recommended that the bidders should not wait till the last date of bid submission to avoid complications. In view of this context, M/s National Seeds Corporation Limited will not be responsible for such eventualities.

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL Website (www.indiaseeds.com) and the Application may be submitted following the instructions as per tender document.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its 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.

4. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through offline process.
- b) NSCL shall open documents of the Application received in physical form on

the Application due date. **The price bid shall be opened for only technically qualified bidders.**

5. **ADVICE FOR TENDERERS:** *The tenderers are advised in their own interest to carefully read the tender document and understand their purport and unless the tender specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the tender document and submit the tender accordingly.*

6. ELIGIBILITY CRITERIA :- Tenderers who are interested to supply 100% of the tendered qty. of any goods are 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 may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years may be enclosed (If any).

The Tenderers may be enclosed a copy of last two years income tax return duly acknowledged by income –Tax Department (optional).

7. SUBMISSION OF OFFER: - Offer must be submitted off-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.**

8. DELIVERY OF GOODS:- The delivery period so specified in **clause no.3 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-10 of section-II** relating to liquidated damages which shall be binding.

9. 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 goods-wise indicated in part- A of the tender document and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part B 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 all taxes (including G.S.T., Turnover Tax Modvat etc), Duties (Cess etc), Packing & Forwarding charges, loading and unloading etc. The Octroi wherever applicable, shall be paid extra by NSC on actual basis. The inspection and Verification will be borne by NSC and hence these charges should not be included in the rate offered.** In case of full truck load/part load F.O.R. Destination will mean delivery at National Seeds Corporation Limited, Central State Farm- Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka at the destination station.

B) If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax 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.

10. EARNEST MONEY: Fixed EMD as indicated at page no. 2 of the tender document against Cement Bags of the tendered item. The consolidated amount of EMD for all Cement Bags quoted may be deposited by RTGS/NEFT

(a) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are **Micro small medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON "B" AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT

REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

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.

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

11. FORMAT AND SIGNING OF TENDER: -(a) Tenderers are required to submit their 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 languages. It shall be 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.

12. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall attach technical specifications of quoted item, 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 "B" along with documents as per the check list and other document if any in support of offer. All papers should be signed by authorized person.

PRICE BID -Containing prices as per clause-09 of Section-I Part-B in a prescribed Performa given in Annexure-A Section-III Part "B" of the tender document.

13. 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.

14. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

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

16. OPENING OF TENDER: - The purchaser/Corporation will open tenders offline. The “**Technical & Commercial bids**” shall be **opened on the date of opening tender** and “**Price Bids**” of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found in order.

17. 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.

18. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited if a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

Or

If tenderer fails to supply the required material as per supply schedule given at part A

19. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Section-II of Part “B” of tender document i.e. General conditions of the contract. .

20. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 60 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

21. AWARD CRITERIA: -Subject to Clause No. 22, 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.

22. 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 by up to 20- 25% of the quantity of Cement Bags specified in the schedule of requirements without any change in price or other terms & conditions.

23. 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.

24. 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.

25. 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.

26. PURCHASE PREFERENCE TO MSEs: - As per Public Procurement Policy for MSEs Order 2012.

27. REPEAT ORDER:- The validity of the tender shall be extended to a period of **six months from the date of placing initial order** and it shall be open to the Purchase /Corporation to place repeat order with the supplier **on the same rates and same terms and conditions** for quantities **not more than 50% of the quantity in the initial purchase order**. Repeat Order can be exceeded **more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier**.

28. 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:

The EMD Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the suppliers performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

29. CONTRACTS:-

- a) **SIGNING OF CONTRACT :-**The successful tenderers within 07 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -III Annexure A-2 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 Section-II 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.

SECURITY MONEY: - The Successful Tenders within 07 days from date of issue of supply order shall furnish security deposit @ 05% of the value of the supply order for execution of order inclusive of EMD. The security money shall be furnished in the form of Insured Security bond, or Account payable Demand draft or Bank guarantee form in any of the commercial bank or payment online in acceptable form by the successful tenderer. The Security Money Deposit shall be refunded without interest after 30 days of satisfactory completion of contract period with all contractual obligations. Prescribed Performa for Bank Guarantee is given in Section III Annexure A-3 of Tender Document.

Failure of the successful tenderer to comply with the requirement of terms and conditions of tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD/Security Money, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. **Transfer and subletting:** -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-**The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.
3. **Delivery:** The supply should be done in two phases i.e. first phase supply will be done within 15 days of issue of Purchase Order and Second phase supply should be done after 14 days of issue of Purchase Order within 15 days. The quantity of bags to be supplied will be intimated along with the supply order.

The supplier shall complete the supply of Cement Bags at National Seeds Corporation Limited, Central State Farm - Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka as per supply order and schedule.

In case of repeat order, supply of entire quantity shall be made as per repeat order.

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by the consignee shall be final for the purpose of calculating delivery period.

4. Changes in specifications:

(a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

5. (b) Right to Terminate or Alter the Contract:

If at any time during the terms of this contract the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the material already procured or may in its option allow the suppliers to utilize the materials and make it ready for dispatch within such period as may be reasonable.

6. Marking:

The supplier shall comply with the requirements of Indian acts relating to merchandise and

rules made there-under for marking of all the Material supplied.

7. Packing:

The supplier shall provide such packing of the Material as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Supply Order.

8. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in any one or more of the following:

- i) Place of delivery. National Seeds Corporation Limited, Central State Farm- Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka

9. Warranty:

(a) The supplier warrants that the Materials supplied under this contract are new, unused, of the most recent and incorporate all recent improvements in design ,printing and materials unless provided otherwise in the contract. The supplier further warrants that the Material supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the Materials or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within two months (promptly and satisfactorily).If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

10. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ purchaser.** If the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

The Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

11. Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being

a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

12. Force majeure:-

Notwithstanding the provisions of Clauses 13 & 14, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Terms of payments:

(A) All invoices shall be prepared in quadruplicate in the name of Farm Head, National Seeds Corporation Ltd., Central State Farm Jawalgera, Tq Sindhanur Dist: Raichur including GSTIN No. both buyer (i.e., National seeds corporation limited, 29AABCN8973F1Z0) & seller. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

"The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

Invoice should be prepared according to the GST norms and bear a certificate as per clause no. 11 above. Invoice to be sent in **duplicate to concerned consignees and two copies to NSCL, CSF Raichur.**

(B) The invoice value would be paid by NSC against proof of delivery of the material at destination in good condition in all respect as per standard through **NEFT/RTGS** after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc on pro-rata basis or as decided by the Corporation. **The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B" Section III.**

14. No advance payment will be made by the National Seeds Corporation, Central State Farm

Raichur.

15. The Farm Head reserves the right to reject the tender(s) completely or part thereof without assigning any reason.

16. Settlement of disputes:

In case of any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

17. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under “DEFAULT AND RISK PURCHASE“ and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

18. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs. 100 non judicial stamp paper and uploaded.

SECTION-III

TENDER FORM

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 km from Jawalgera ,
Raichur, Karnataka

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

Sir,

(i)I/We _____ have

read the tender documents as issued by NSC, Central State Farm,Raichur. (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 60 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 as per supply order.

I offer to supply the following items;

Item _____ Qty. applied for (full qty.) _____.

UTR No. _____ dated _____ for Rs. _____
_____ (Rupees _____

_____) paid in the name of National Seeds Corporation, Raichur towards payment of the earnest money through online /RTGS/NEFT

OR

We are a small scale unit registered with N S I C under ministry of MSME for item

_____ 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 before a final decision is taken on the tender provided that such a withdrawal is made within 60 days from the date of tender opening.

(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 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.**

(vii) This tender is being submitted CSF Raichur and will be opened and decided at CSF Raichur and it is agreed that the Civil Courts at New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(viii) Income tax PAN No :-(a copy is enclosed herewith).

(ix) GST Registration certificate.:(a copy is enclosed herewith).

(x) Material test report/ Certificate: (a copy may be 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.**

(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,

Signature:

Place:

Name of Authorized Signatory:

Date:

Address:

Phone No: -

MobileNo.

SEAL

SECTION-III

Annexure-A

FORM FOR PRICE BID

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 km from Jawalgera
Raichur, Karnataka

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

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. ----- for the item namely -----of _____Grade/Trade. for qty(in Nos) ----- respectively. Our rates for the aforesaid Material & Qty according to your specification, Terms & Conditions are as under:

FORM FOR PRICE BID

S.No.	Material	F.O.R Unit Price (in Rs.)
Sales tax	The price quoted above is inclusive of G.S.T. , and all other taxes levied and also cost of packing, handling, local transport, loading, unloading and insurance charges etc.	

We agree to the terms and conditions specified in the tender No... .. It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

Thanking you,

Signature:

Place:

Name of Authorized Signatory:-----

Date:.....

Address:.....
.....
.....

Phone No: -

Mobile No.

SEAL

NOTE: Our rates are F.O.R door delivery at NSCL, CSF-Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka.

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To

**Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 Km, Jawalgera
Raichur, Karnataka**

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

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/partnership/ Pvt. Ltd.company/society/Ltd.etc. with its Registration No.	Names& contact no. of Proprietor"s/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Registration:

GST Registration No	
----------------------------	--

3. Income tax Details::

PAN No	Returns for Last Two Years (Optional)	
	Year	Copy

4. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

5. MSME registration details:

(a) With NSIC

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

6. EMD

Banker's Name	UTR no.	Amount (in Rs.)

7. An undertaking on non judicial stamp paper stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1.

8. Material test report / Certificate copy may be enclose.

Material test report/ Certificate No with date	
---	--

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory:-----

Date:-----

Address:-----

Phone No: - -----

Mobile No.-----

SEAL

Note: -All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION-III

Annexure-A-1

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: _____

AGREEMENT FORM

AGREEMENT NO.....

This agreement is made on thisbetween the Central State Farm, Raichur National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the ‘Corporation’ which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the ‘Supplier’ which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the ‘Corporation’ with the intention of purchasing Cement Bags invited offers vide Tender No... ..its own behalf (hereinafter called the ‘Purchaser’)

AND WHEREAS the supplier submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Purchase Order NO.....dated... ..with supplier, for the supplies of Cement Bags as per specifications, quantities and number mentioned in schedule of this agreement and in purchase order no..... dated.....

AND WHEREAS the Corporation and the supplier have agreed to all the terms & conditions as contained in Section-II of Part ‘A’ of the tender document for Tender No..... which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase_____No. of Cement Bags with specifications and details as mentioned in Purchase Order.

Settlement of Disputes:

In case of any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

No amendments 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., Central
State Farm, 09 Km Jawalgera,
Sidhanur, Raichur, Karnataka.

Witness

Witness

1.

1.

2.

2.

3.

3.

FORM OF PERROMANCE SECURITY/SECURITY DEPOSIT (GUARANTEE)BANK

GUARANTEE BOND

In consideration of the **National Seeds Corporation Ltd** , Central state farm Jawalgera (hereinafter called **Corporation**) to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called" the Contractor) for the work----- (hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs.----- (Rs.....only) as a security/guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred to as the „the Bank) hereby undertake to pay the Corporation an amount not exceeding Rs.----- (Rs-----) on demand by the Corporation.

2 We, -----do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rs ----- only.)

3 We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any count or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4 We----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We----- (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder t

o vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission.

On the part of the Corporation any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7 We----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8 This guarantee shall be valid up to ----- unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.---- (Rs._-----) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for----- (indicate the name of bank)

SECTION-IV

DISPATCH DESTINATION

Cement bags shall be supplied to the National Seeds Corporation Limited, Central State Farm-Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka on the F.O.R. Basis (Door delivery at NSC's Central State Farm located 9kms from Jawalager, Tq Sindhanur Dist: Raichur).

Check list of enclosures for Technical & Commercial Bids:

1. EMD
2. Tender fees.
3. Certificate of registration of the firm.
4. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
5. A copy of PAN No
6. Income tax Return for the last two years (Optional).
7. Copy of GST Registration No.
8. Copy of Material Test report / Certificate. (Optional).
9. Copies of Purchase order secured during Last two years (If any)
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.
12. MSME registered with NSIC, Other Authorities Certificate with proper validity for quoted item.
13. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.

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