



# **NATIONAL SEEDS CORPORATION LIMITED**

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: CHENNAI

(CINNO:U74899DL1963GOI003913)

## **TERMS & CONDITIONS OF TENDER CONTRACT FOR SUPPLY OF FODDER SEEDS**

### **TENDER SHOULD BE SUBMITTED IN ONLINE MODE**

Date/ Time of Purchase/ Downloading the Tender	- 12.07.2022
Date / Time of Closing of Tender	- 01.08.2022 /14.00Hrs.
Opening of Tender(Technical Bid)	- 01.08.2022 /14.30Hrs.
Opening of Tender (Financial Bid)	- Immediately (After Evaluation of Technical Bid)
Cost of Tender Form (Non-Refundable)	- Rs.1180.00(Rupees One Thousand One Hundred and Eighty Only)

INDEX

S.No	Description	Page No
1	Notice Inviting Tender (NIT)	03
2	PART-I	04
3	Section- I& II: Instructions to Tenderers / Bidders– ONLINE Mode	05-07
4	PART-II	08
5	General Terms & Condition of Contract	09-12
6	Technical Bid for supply of Fodder Seeds ( <b>Annexure –I</b> )	13
7	Financial Bid for supply of Fodder Seeds ( <b>Annexure –II</b> )	14
8	Undertaking by bidders for black listing and relationship with NSC employee ( <b>Annexure – III</b> )	15
9	Check list for Tenderer	16

**National Seeds Corporation Limited**  
(A Government of India Undertaking)  
REGIONAL OFFICE: CHENNAI  
22-C,SIDCO INDUSTRIAL ESTATE  
AMBATTUR ,CHENNAI-600 050

**NOTICE INVITING TENDER**

No.3(OS-MKTG)/NSC-CHN/2022-23/4

Dated: 12.07.2022

National Seeds Corporation Limited, Regional office, Chennai invite through e-tendering for purchase of Fodder Seeds from reputed seed producers/suppliers.

<b>Particulars</b>	<b>Details</b>
Name of the tender	Purchase of Fodder Seeds
Quantity Required	Hy Sorghum/ RedChari CS/TFL – 6000 Qtls Cowpea / C-152 CS/TFL – 2500 Qtls
FOR Destination for supply	<b>Tamil Nadu</b>
Date of issue of NIT	12.07.2022
Tender Document Download Start Date/time from website - <a href="https://indiaseeds.enivida.com">https://indiaseeds.enivida.com</a> and <a href="http://www.indiaseeds.com">www.indiaseeds.com</a>	12.07.2022
Tender Document Download End Date/Time	01.08.2022 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 12.07.2022 to 01.08.2022 Till 14.00Hrs
Date and time of opening of Technical Bid and Price Bid(after evaluation of Technical bid) via offline/ Online mode at NSC, RO Chennai	01.08.2022 at 14.30 Hrs.
Tender Fee (inclusive of GST )	Rs.1180.00(Rs One Thousand One Hundred and Eighty only)
EMD	Rs.10,00,000/-(Rs. Ten Lakhs Only)
Address for Communication	National Seeds Corporation Limited Regional office 22-C,SIDCO Industrial Estate, Ambattur,Chennai- 600 050
Clarification required if any the Contact Person is Manager(Marketing) during working days from 12.07.2022 onwards to 13.00 Hrs. on 01.08.2022	Manager(Marketing) <i>Email:nscchennai.mktg@gmail.com</i> <i>Ph.044-26256192</i> <i>Mobile 9840921860</i>

1. Tender without EMD and cost of tender will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

**Regional Manager**

# PART – I

# INSTRUCTIONS TO BIDDER – ONLINE MODE

## SECTION-I

### DEFINITIONS:

- **M/s RAILTEL** : 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.enivida.com>.

### **INSTRUCTIONS TO THE BIDDER’S**

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour’s [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown “form received”. This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the Bid-Sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tenderfee, EMD, Tender Processing Fee etc.,) as mentioned in the tender document, before submitting the bid.
13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least ONE Week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

<b>Technical Support</b>	
<b>Phone</b>	9355030617 8448288980 011-49606060
<b>Email ID</b>	<a href="mailto:enividahelpdesk@gmail.com">enividahelpdesk@gmail.com</a> <a href="mailto:enivida2021@gmail.com">enivida2021@gmail.com</a>

## **I. 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](http://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 M/s RailTel at mobile no. **9355030617, 8448288980 and 011-49606060** for DSC related queries or can email at [envidahelpdesk@gmail.com](mailto:envidahelpdesk@gmail.com) or [envida2021@gmail.com](mailto:envida2021@gmail.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.enivida.com>) 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.enivida.com>)
- 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.enivida.com>).
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date. No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.enivida.com>) .
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **011-49606060, [envidahelpdesk@gmail.com](mailto:envidahelpdesk@gmail.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. RailTel will be responsible for such eventualities.

# **NATIONAL SEEDS CORPORATION LIMITED**

**(A GOVT OF INDIA UNDERTAKING)  
(CIN NO: U 74899 DL 1963 GOI 003913)  
22 C-SIDCO INDUSTRIAL ESTATE  
AMBATTUR,  
CHENNAI-600 050**

**SECTION - II**

## **E- Procurement Tender**

### **For Supply of Fodder Seeds**

National Seeds Corporation Limited (NSC) desires to purchase Fodder Seeds from reputed seed producers/Suppliers in two bid system.

#### **Procedure for submission of e-tender:**

Each Tenderer shall submit in two parts.

1. **TECHNICAL BID:** The Technical Bid shall be submitted as per Annexure – “I”, this contains the details of organization, company profile, details of experience, EMD etc.
2. **FINANCIAL BID:** The Financial Bid for supply of Fodder Seeds. Each Tenderer has to quote financial offers on per quintal basis as per Annexure – II” in e-portal.

# PART –II



# **General Terms and Condition of Contract**

## **Tender for Supply of Fodder Seeds**

1. **The Tenderer shall present the offer in his letter-head using the enclosed offer format.** Rate shall be quoted in Rs. Per Qtl on **FOR basis delivery in Tamilnadu** for the net Final Cleaned/ Graded, Tested , certified by seed certification agency(in case of C/S) and Packed in NSC packing (exclusive of bag weight). The rate shall be inclusive of packing material, packing charges and No other claim on taxes etc., if any liable, shall not be entertained.
2. The tender shall be accompanied by interest free **EMD of Rs. 10,00,000/- offered** in the form of Online / E- Challan from <https://indiaseeds.enivida.com> **for online tender.** Tenders without EMD may be rejected. EMD of unsuccessful Tenderer except the lowest three will be returned through A/C payee cheque/RTGS within 45 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or within six Months of tender opening whichever is earlier. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose.
3. Tenderer may upload their bid up to 2.00 PM. on **01.08.2022** and technical bids will be opened on the same date at Regional office NSC Ambattur Chennai at 2.30 PM. in the presence of those Tenderer who may wish to be present. The Financial Bids will be opened for those whose Technical Bid will be in order as per NIT.
4. The Supplier's offer shall be valid at least for 180 days and should be for at least 25 % of requirement of the relevant Crop/variety. Delivery of the entire quantity offered by the Tenderer and agreed to by NSC should be as per supply schedule. Failure to delivery 90% of 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.
5. The successful Tenderer shall remit interest free Security Deposit at the rate of 3% on total value of supply at approved rate. This deposit shall be, remitted within five working days from the date of receiving the NSC's intimation. EMD of the successful Tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD.
6. The successful Tenderer shall at his cost execute an Agreement with NSC on Rs 100/- non-judicial stamp paper of required value for arranging the supply as per the Terms and Conditions, sign each page of the Terms & Conditions and submit the same to NSC along with the Security Deposit.
7. The seed shall be fresh, processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. The supplier should arrange change of packing in NSC packing and he should submit seed testing reports at the time of packing (in case of C/S). NSC shall have the right to inspect the operations from time to time.
8. The supplier and NSC will jointly arrange for the SCA's permission for change of packing the offered/accepted quantity in NSC bags (in case of C/S).
9. The supplier shall make available to NSC a copy of the Release order/ Certificate issued by the state Seed Certification Agency (SCA) for each lot before delivery to NSC(in case of C/S).
10. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have then analyzed in NSC's Quality Control Laboratory (QCL) or any other laboratory identified by NSC. . **Only the lots cleared in the NSC QCL lab will be finally accepted by NSC for procurement. The payment will be made only to the quantity finally procured by NSC.**
11. NSC will supply only labels. The other packing material like printed Jute canvas Bag / HDPE Bag/Cloth Bag/Non Woven Bag including outer packing if any, to be arranged by Supplier. In case NSC supplied the bags the cost will be deducted from the supplier's bill at the approved rate of NSC. Arrange Certification with concerned Seed certification Agency in NSC bags and relevant charges for certification tag, thread, lead seal, arranging packing, i.e. Seed treatment, weighment, labelling & tagging, sealing, stacking etc shall have to bear at his cost.

12. The seed stock shall conform to the quality and quantity specifications prescribed in Indian Minimum Seed Certification Standards 2013, as amended from time to time and shall possess good luster / physical appearance, free from ODV, insect infestation and to NSC's satisfaction.
13. Supplier's failure to arrange the supply as per the terms & conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting supplier.
14. NSC may increase / decrease the final requirement from the quantity in the NIT. Normally, the increase may be upto 100% of the NIT quantity. If required, NSC may repeat the order for the additional quantity within Six months from the date of Security Deposit remittance. Beyond 100%, the increase will be with the consent of the supplier.

The remaining payment will be released only after 45 days of first payment based on the receipt of an undertaking from the dealing officer based on the confirmation received from concerned Area Incharge/Manager that no seed quality complaint in the supplied seed and no claim has been raised against the supplied seed.

In case there has been any Seed quality complaint in Seed and field level in the out sourced quantity or any court case complaint, the payment of the party to the extent of claims be restricted till settlement of cases. The Marketing/Production In charge of Regional offices or who so ever is dealing with the files of outsourced seeds must ensure to take the undertakings from all the concerned Area Office In charges/Managers that there is no Seed Quality complaint in the supplied seeds and no claim has been raised against the supplied seed then only the file for payment may be processed at RO for releasing payments
15. 80% payment will be released within 45 days to the supplier through RTGS/crossed A/c payee cheque's after the receipt of bills subject to the receipt of NSC's full payment from customers and fulfilling the requirements set out in the terms & conditions.
16. NSC will retain 20% payment along with Security Deposit as retention money for 90 days after completion of supply as per terms and conditions.
17. The Supplier has to supply the seeds based on the job orders issued to the successful tenderer on F.O.R destinations shall do at his cost, and take back part or full quantity of such stock proved to be defective on receipt or at the time of sale, at the sale points specified by NSC in the job order. 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 relevant extent.
18. Conditional offers / Tenders shall not be accepted and the tenderer shall not impose any additional terms / conditions.
19. NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.
20. In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, 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.
21. Indian manufacturers / suppliers who are Micro Small Medium Enterprises (MSME) Small Scale Units and registered with National Small Industries Corporation under single point registration schemer are exempted from payment of Earnest Money and tender cost deposit provided they furnished photo copy 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, will not be provided to those small scale units who are registered under the old registration scheme which were extended upto 30th June, 1981, only. In this regard a written request is to be made by the bidder. However, successful tenderer have to deposit the Security Deposit.

22. All the bidders have to specifically mention the (products) Crop, Variety, Categories and Quantity and Storage location for all the products participated in the tender as per the technical bid format.
23. Rates quoted other than the products mentioned in the technical bid will not be considered even if the rate offered for particular product is lowest.
24. Physical verification of stock will be arranged by NSC at any time at the storage location confirmed by the bidders in the technical bid. At the time of physical verification if the bidder fails to provide required stock and supporting documents. The offer the bidder will be rejected by forfeiting the EMD.

**OTHER TERMS & CONDITIONS.**

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The Tenderer shall be required to supply the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
2. The Tenderer shall be responsible for GST and Income-tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
3. NSC will not be responsible for the losses incurred to the supplier / Tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
4. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in seed testing the Tenderer will be responsible for the consequence of violation of Seed Act and Seed Laws.
5. The weight of the 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 the Tenderer shall be responsible for the legal consequence of Weights & Measures Department, if any.
6. The Tenderer will have to give the name of the firm, name of the processing plant, godown their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

**For the Tender Use:**

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Date: / /

Signature of the supplier

Name(Seal) :  
Full Address :  
  
Income Tax PAN No. :  
GST No. :  
Tel. No. :  
Mobile No :  
E-mail :

**REGIONAL OFFICE: CHENNAI**  
**TECHNICAL BID**

**Details should be filled up in e-Tender Portal and Attach the entire necessary valid documents in support of claim**

**1. Particulars of the Company/firm:**

- (a) Name & address of the bidder:
- (b) Seed Processing plant Reg. No. & Validity:
- (c) Seed License No. & Validity:
- (d) Total Seed Prod. Experience years:
- (e) GST Number:
- (f) PAN Number:
- (g) ITR for FY2021-22
- (h) ITR for FY2020-21
- (i) Particulars of Banker (Branch/IFSC/MICR/Address etc.)

**2. Experience of Seed supply during last two years including Crop /Variety, Qty, Name and Address of Organization to whom Seed Supplied**

- a) 2021-22
- b) 2020-21

**3. Quantity Offered**

S.No	Crop/Variety	Class	Quantity offered in quintals	Stock Point Address for physical verification & Sampling

**4. Authorization Letter of Competent Authority to sign this Tender Document. (Copy Encl)****5. Acceptance Letter in below format to be attached in Company Letter Head.**

With reference to your advertisement in the e-portal, we hereby quote our most competitive offer for the fresh Seeds of following Crop Varieties (Details to be furnished as per items mentioned in SI No.3 Quantity Offered).

I have read and understood e-Tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management.

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
Place: \_\_\_\_\_ Name \_\_\_\_\_  
Complete Address \_\_\_\_\_  
Seal \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Cell No. \_\_\_\_\_  
E-mail \_\_\_\_\_

## REGIONAL OFFICE: CHENNAI

FINANCIAL BIDFor online Tender Details should be filled up in e-Tender Portal Only**PART - A**

<b>S. No</b>	<b>Crop</b>	<b>Variety</b>	<b>Class of Seed</b>	<b>Packing Size</b>	<b>Name of Packing</b>	<b>Quantity offered (Qtls.)</b>	<b>Rate Rs. /Qtl for final, cleaned/graded quantity with packing material in NSC Packing FOR - Tamilnadu</b>
1	Hy. Sorghum	Redchari	CS/TFL	3 Kgs	Non Woven Bag		
2	Cowpea	C-152	CS/TFL	1 Kgs	Non Woven Bag		

**Undertaking by Bidder for black listing and relationship with NSC employee**

**Annexure - III**

The Regional Manager  
National Seeds Corporation Limited  
CHENNAI

Sir,

This is in reference to your Tender Notice published for supply of Seeds. In this connection, I wish to undertake that our firm is neither blacklisted by any of the firm nor our firm is having any relationship with Employees of National Seeds Corporation Limited.

Signature \_\_\_\_\_

Address & Stamp:

**NATIONAL SEEDS CORPORATION: CHENNAI**  
**CHECKLIST FO THE TENDERER**

<b>S.No</b>	<b>Particulars</b>
1	Check the tender is submitted in Two Bid system, separately for Technical and Financial Bid
2	Tender fee Rs 1180/-in favor of National Seeds Corporation Ltd, Chennai to be deposited online.
3	EMD Rs 10,00,000/- in favor of National Seeds Corporation Ltd, Chennai to be deposited online
4	Tender form is complete and not conditional
5	Under taking that the firm is neither black listed nor having any relationship with employees, to be submitted as per Annexure – III
6	GST copy and PAN card copy
7	Authority letter duly signed by the competent authority.
8	Income tax return for the last 2 years
9	Bank Account details ( enclose copy)
10	Past Two years' experience of seed supply details