

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

SECTOR-V, BLOCK-AQ, PLOT NO. 12,

SALT LAKE CITY, KOLKATA-700091 (West Bengal)

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF SHORT TERM E - TENDER NOTICE

FOR

**NIT Name:- Supply of fresh finished product of CS category of Fodder
Maize (720 Qtls.) and Cowpea (240 Qtls.)**

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY

**TENDER DOCUMENT AVAILABLE FOR ONLINE SUBMISSION: from 15.07.2022 to 22.07.2022
UP TO 2.30 p.m.**

ON NSC e-Portal : <http://indiaseeds.enivida.com>

OPENING OF TENDER (TECHNICAL BID) : Dated on 22.07.2022 at 15.00 Hours

**COST OF TENDER FORM: Rs. 1180/- (Rs. One Thousand One Hundred Eighty only) incl. taxes
to be paid online only.**

Contact details:

Particulars	Telephone	E-mail
H.O. New Delhi	011-25842209	sgm.prod@indiaseeds.com
Regional Office – Kolkata	033-23671077	nsc.kolkata.ro@gmail.com rm.kolkata@indiaseeds.com
Web Site	www.indiaseeds.com	

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(CIN NO: U74899DL 1963GOI003913)**

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INSTRUCTIONS TO BIDDER – ONLINE MODE

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
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 unmapping 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 (Tender fee, 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 1 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/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Thank You

Technical Support - Phone: 9355030617, 8448288980

Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com

INVITATION OF COMPETITIVE BID FOR PURCHASE OF SEED

National Seeds Corporation Limited(NSC) intends to purchase the following quantity of **Certified seeds**, duly packed and tagged in NSC bags; from reputed seed producers/organizers/firms/cooperative societies and seed companies for sowing during **Kharif 2022** through sealed tender under **two bid system**.

Sr. No.	Crop	Variety	Class	Packing Size.	Quantity (in Qtls.)
1.	Fodder Maize	African Maize	CS	3 Kg/Kit	720.00
2.	Cowpea	EC 4216	CS	1 Kg/Kit	240.00
		Total			960.00

1. Tender document will be available on NSC e-Portal:<https://indiaseeds.enivida.com> upto 2:30 PM of 22.07.2022 for uploading.
2. Parties participating for tender will submit Tender fee as well as EMD online.

TERMS AND CONDITIONS:

1. Rate shall be quoted in Rs./Qtl. on '**Ex-Godown**' basis for finally cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained.

The tender shall be accompanied with tender fee (non-refundable) of **Rs. 1180/-** & interest free EMD of **Rs. 1,00,000/- (Rupees One Lakhs Only)** to be deposited online.

Tender without tender fee and EMD will be rejected. EMD of unsuccessful tenderers, will be returned through account payee cheque/RTGS within 45 days of tender opening. Outstanding amount if any of the tenderer with NSC will not be considered as EMD.

Micro small enterprises MSE's registered with NSIC or any other body specified by Ministry of MSME, for such works are exempted from payment of Tender fee as well as EMD. Security deposit however, will have to be deposited in the case of grant of work.

2. The technical bids will be opened on 22.07.2022 at 03:00 p.m. in Regional Office, Kolkata followed by opening of price bids of those tenderers who qualify technically.
3. **Price Negotiation : In the event of quoted price not being justifiable by management , negotiation can be called for with L-1 party.**
4. In case L-1 bidder fails to supply the total required quantities, the NSC will split the order among next two or more tenderers and any counter offer made thereafter by L-2, L-3, etc. shall not be treated as deemed to be negotiations.
5. In case L-1 bidder fails to supply the seed due to any reason then NSC reserves the right to place order with L-2 party. In such cases the EMD of L-1 party will be forfeited and the party will be **black listed** by NSC.

6. The tenderer's offer shall be valid for at **180 days** and supply will be completed within 7-10 days from the date of placement of confirmed order.
7. (a) NSC will issue letter of Intent / Purchase order to the successful bidders immediately on taking decision on the offers. NSC shall also issue need based demand Letter/ despatch order. Supply Shall commence on 5th day of demand letter/despatch order issued by NSC and should be completed **within stipulated period or cut-off date**. NSC will not be responsible for supply beyond the stipulated time.

(b) The supplier shall sign an **agreement** on receipt of Letter of Intent/ Purchase Order within 7 days and remit security deposit **as per clause 09 & 10** of terms and conditions.
8. Failure to deliver less than 90% of approved quantity, penalty shall be imposed by NSC @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to. For delayed supplies, a penalty of Rs. 1% of value of seed delivered late per week or part thereof limited to 5%. However, NSC shall be free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.
9. The successful tenderer shall remit interest free **Security Deposit Rs. 2,00,000/- (Rupees Two Lakhs only)** in the form of Demand Draft drawn or through RTGS in favour of National Seeds Corporation Ltd., Kolkata. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/ intimation. Failure to remit the Security Deposit will imply forfeiture of EMD. The EMD deposited alongwith the tender will be adjusted against security deposit. The bid security may also be accepted in the form of Insurance Surety bonds, Fixed Deposit receipt, Banker's cheque or Bank Guarantee from any of the commercial banks.
10. The successful tenderer shall at his own cost will execute **an agreement** with NSC on non-judicial stamp paper of required value preferably **Rs.-100/-** for arranging the supply as per these terms and conditions, signing on each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
11. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
12. **The tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags supplied by NSC, while NSC will issue letter to SSCA for the same, if required.**
13. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency (SSCA) for each lot delivered to NSC.
14. NSC may draw representative samples of seed lots offered by the tenderer for testings in own lab or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be accepted by NSC. NSC may draw samples for 25% more quantity than the supply order, to ensure that in event of failure of any lot in QCL there should be no shortfall in the supply from the ordered quantity.
15. NSC will supply the packing material-bags and labels, while the tenderer will provide the certification tag, thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weightment and loading at his own cost. In case of non-readiness of the bags with NSC the tenderer may arrange printing of packing material after taking due permission from NSC and as per standard packing size prescribed by SSCA.

16. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standards-2013 or as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
17. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange the supply of material from the next party in the tender at the cost and risk of the defaulting tenderer.
18. NSC may increase/decrease the final requirement from the quantity in the NIT & seed shall be purchased only on need basis. Normally, the increase or decrease may not exceed 50% of the NIT quantity.
19. If required, NSC may repeat the order for the additional quantity within four months from the date of Security Deposit remittance with mutual consent.
20. 70% payment will be released through NEFT/RTGS after 30-40 days of the supply and within 30 days after the receipt of bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the Terms & Conditions.
21. NSC will retain 30% payment along with the Security Deposit for 120 days from the date of last supply as performance guarantee.
22. The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to standard set out for the purpose. Incase the stock remained unsold, then the party has to lift back the unsold stock at his own cost.
23. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
24. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
25. NSC reserves the right to accept / reject any or all the tenders without assigning any reason whatsoever.
26. 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 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 be in English Language. The court of Delhi shall have the jurisdiction.
27. After supply of seeds, the seed may be tested by concern state Government Authority at the destination point. In case, if any lot of seed does not meet the standards as laid down in Indian Minimum Seed Certification Standards, then the party will have to lift the seed from that place at their own risk and cost. NSC will not release payment for such stock.
28. Lot numnber details on the challan must be indicated while delivering the seeds

OTHER TERMS AND 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 may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.
3. 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, NSC whose decision will be binding on both the parties as stipulated in terms and condition contained in para 27 above.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for State Sales Tax / Central Sales Tax / VAT / GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. 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.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case, the stocks 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.
8. The weight of the seed container shall be checked at any point of transaction and in case any shortage is found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. The tenderer will have to give name of the firm, name of the processing plant, godowns, postal addresses, telephone Nos. E-Mail, name of the responsible person in the tender form itself so as to make further communication. After opening the tender, Tenderer have to check their email regularly for updates.

REQUIREMENTS OF TECHNICAL BID

1. Name & Address of the bidder with Phone No. and E-mail ID:
2. Seed Producer's Regn. No. with SSCA & its validity (Optional.):
3. Seed Processing Plant Reg. No. & its validity(Optional):
4. Seed License No. & its validity:
5. Seed Production Experience Years:
6. GST No.
7. Details of Seed Prod./Supply of Prev. Two Yrs.
8. Valid certificate of MSE's registered with NSIC or any other body specified by Ministry of MSME (If applicable).
9. Details of Tender fee/EMD:
10. Photocopies of above items to be uploaded.

PRICE BID FORMAT

(TO BE SUBMITTED IN FINANCIAL BID PART IN ONLINE FORM ONLY)

Sr. No.	Crop	Variety	Class	Packing Size	Quantity Offered (Qtls.)	Location of the stock/ Godown	Rate Rs. per Quintal for final packed seed quantity in NSC's Bag (standard size) when packing material is provided by NSC.
							Ex-Godown
1.	Fodder Maize	African Tall	CS	3kg/Kit			
2.	Cowpea	EC 4216	CS	1Kg/Kit			

CHECK LIST FOR TECHNICAL EVALUATION OF TENDER

SN	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) Rs 1180/- online inclusive of 18 % GST (Rs. 1000/- tender fee + 18% GST)	
2	EMD Rs. 1,00,000/- (Rupees One Lakhs only) to be paid online	
3	Seed Producer's Regn. No. with SSCA & its validity (Upload documents if any)	
4	Seed Processing Plant Reg. No. & its validity (Upload documents if any)	
5	Seed License No. & its validity (Upload documents)	
6	Seed Production Experience Years (Upload documents)	
7	Details of Seed Prodn./Supply of Prev. Two Yrs. (Upload documents)	
8	PAN Number (Copy of PAN Card)	
9	AADHAR CARD No. (Copy of Aadhar Card)	
10	Name and addresses of the Bank:	
	i) Account No.:	
	ii) IFSC Code.	
11	Copy of registration for :-	
	i) GST	
12	Valid certificate of MSE's registered with NSIC or any other body specified by Ministry of MSME (If applicable).	
13	Other document if any in support of the tender.	
14	Signed & stamped copy of each and every page of the tender documents as acceptance of all terms and conditions of the tender is to be uploaded along with technical bid	
15	Party Details- Name & Address of the Party	
16	Type of party (Supplier/Breeder Seed Supplier/ Dealer/Distributor/ Government/Organizer/ Others)	
17	Contact Person Name	
18	Contact Person Designation	
19	Contact No.	
20	E-mail ID	