

# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

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

REGIONAL OFFICE: MOHALI

(CIN NO: U 74899 DL 1963 GOI 003913)



An ISO 9001 : 2015 &  
14001:2015 Certified Company

## TERMS & CONDITIONS OF TENDER/ CONTRACT

FOR

### SUPPLY OF GARLIC CS/TL SEED

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY

DATE FOR DOWNLOADING THE TENDER	08.08.2022
LAST DATE & TIME FOR RECEIPT OF BIDS	29.08.2022 up to 1.00 p.m.
DATE & TIME FOR OPENING OF TECHNICAL BIDS	29.08.2022 at 2.00 p.m.
DATE FOR OPENING OF FINANCIAL BIDS	29.08.2022 at 4.00 p.m.
COST OF TENDER FORM (Non-refundable)	1180/- (Including GST)
Contact Details	0172 – 2215388 <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a>

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

No. (OS/Garlic)/Mktg/NSC-CHD/2022-23

Dated: 08.08.2022

**NOTICE INVITING E-TENDER**

National Seeds Corporation Ltd. (A Govt. Of India Undertaking) Mohali invites E-Tenders in two bids system (Technical & Financial) towards purchase of Garlic Yamuna Safed-2 (G-50): 1500 qtls, Yamuna Safed-3 (G-282): 500 qtls, Bhima Purple: 100 qtls, Agrifound Parvati (G-313): 200 qtls & Agrifound Parvati (G-408): 200 qtls CS/ TL seed. Therefore, interested parties are requested to submit their offer online up to 1:00 PM on 29.08.2022 online through portal & after that tender shall be opened online on same date & venue at 2:00 PM in the presence of Tenderers if any.

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

<b>Particulars</b>	<b>Details</b>
Date of issue of NIT	08.08.2022
Tender Document Download Start Date	08.08.2022
Date and time for submission of online bid	<b>29.08.2022 up to 1:00 PM</b>
Date and time of opening of Technical Bid	29.08.2022 at 2:00 PM
Date and time of opening of Financial Bid	29.08.2022 at 4:00 PM
Tender Fee(To be deposited online)	<b>Rs.1180/- (One Thousand One Hundred Eighty only)</b>
EMD (To be deposited online)	<b>Rs. 3,00,000/- (Rupees three lakhs only)</b>
Address for Communication	National Seeds Corporation Limited, Plot no. 24 Phase-9, Industrial Area, Mohali Pin-160062
Contact Person (with Phone No & E-Mail)	<a href="mailto:rm.chandigarh@indiaseeds.com">Email: rm.chandigarh@indiaseeds.com</a> Ph.0172-2214388 / 0172-2215388
<b>This Tender Document contains Two Parts</b> <b>Part -A:</b> Background, Job requirements, Deliverables and other operational aspects, Eligibility criteria, Instructions to bidders (SECTION-I for ONLINE MODE & SECTION II General Instructions) & General Terms and Conditions. <b>Part-B:</b> Annexes/Formats for Bid Submission & other formats	

Regional Manager

# PART-A

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](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 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 bidsheet. 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/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

**Technical Support - Phone: 9355030617, 8448288980**

**Tel: 011-49606060**

**Email ID - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com), [enivida2021@gmail.com](mailto:enivida2021@gmail.com)**

**INSTRUCTIONS TO BIDDER**

**ADVICE FOR BIDDERS:** The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in the tender document

**OPENING AND EVALUATION OF APPLICATIONS:**

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

**TENDER FEE (Non Refundable):** Tender Fee **Rs.1180/-** (including GST) (Rupees One Thousand One Hundred Eighty Only) must be deposited in online mode only (As per instruction SECTION-I)

**EARNEST MONEY (Refundable):**

- EMD amount **Rs. 3,00,000/- (Rupees three lakhs Only)** must be deposited before due date & time in online mode only (As per instruction SECTION-I)
- Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units, the MSME vendors having Udyog Aadhar Memorandum or registered with DIC, KVIC, KBIV or any other body specified by Ministry of MSME shall be provided benefits under the said policy, provided valid certificate submitted by the bidder in the online tender for the quoted item.
- Offers of the firms other than (MSME) small scale industries as defined above not accompanied by EMD will be summarily rejected.
- No adjustment of EMD from the dues, if any, available with the corporation, against the supplies made by the supplier in the past shall be allowed. Tenders with such request and not accompanied with requisite amount of EMD free from any adjustment shall be summarily rejected.

**ELIGIBILITY CRITERIA:** - As indicated in **PART -A**

**SUBMISSION OF OFFER:** - Offer must be submitted on-line within time frame mentioned in the NIT. 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.**

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

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

**AWARD OF CONTRACT:**

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

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

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

- The rates should be quoted for the offered items **on the basis of F.O.R. destination door delivery inclusive of GST, Packing & Forwarding charges, loading and unloading etc. The inspection, Verification and Testing charges will be borne by the supplier.**

**FORMAT AND SIGNING OF TENDER:** - (a) **Tenderers** are required to submit their e- tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. It shall be digitally signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

**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.

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

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

Or

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

- (i) To sign the contract in accordance with clause no. 30(a) & (c) or
- (ii) To furnish security deposit in accordance with clause no 30(b).
- (iii) To void any terms and condition and supply the material with in time as agreed/mentioned in agreement signed in accordance with clause no. 30(a) & (c).

**CONTRACTS:**

**(a) SIGNING OF CONTRACT:**

The successful Bidders within 5 days from date of issue the rate acceptance letter/Purchase Order, shall sign an agreement as per the format given in **Section-IV** 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 **PART “A” (General & other Terms & Conditions)** of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the Bidder and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful Bidder. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

**(b) SECURITY MONEY:**



The Successful Tenderers within 5 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished @ 3 % of the value of the purchase order through online mode NEFT /RTGS ONLY.

**DISPUTES or DIFFERENCES:** - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” as under.

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

If the claims involved in a dispute are of more than Rs.1.00 lakh the arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act, 1996 as amended from time to time.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.”

**VALIDITY OF OFFER:** The tenderer shall keep their offers open for **acceptance for a period of 180 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

**AWARD CRITERIA:** 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.

**RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Purchaser / Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected tenders of the grounds for the purchaser’s action.

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**GENERAL TERMS & CONDITIONS OF THE CONTRACT**

National Seeds Corporation Limited (NSC) desires to purchase Garlic seed. Each Tenderer has to submit bid 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 PART A, this contains the details of organization, company profile, details of experience, EMD etc.

**2. FINANCIAL BID:**

The Financial Bid for supply of following certified seeds should have quote **Rate Rs. / Qtl.** basis as per PART B in e-portal.

<b>Sr. No.</b>	<b>Crop</b>	<b>Variety</b>	<b>Class of Seed</b>	<b>Quantity Req (Qtls)</b>
1.	Garlic	Yamuna Safed-2 (G-50)	CS/TL	1500
2.		Yamuna Safed-2 (G-282)	CS/TL	500
3.		Bhima Purple	CS/TL	100
4.		Agrifound Parvati (G-313)	CS/TL	200
5.		Agrifound Parvati-2 (G-408)	CS/TL	200
		<b>Total</b>		<b>2500</b>

## OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in Rs. per Qtl for net final cleaned / graded certified seed/ TL seed packed in NSC packing (exclusive of bag weight) Ex-godown / F.O.R. Himachal Pradesh/ J&K / Haryana & Punjab State. The rates shall be all inclusive of packing material (Primary Pouch Pack /HPDE Bag/Non-Woven Bag/Cloth Bag/ Jute Bag) & secondary outer packing (HDPE Bags) as the packing material cost will be borne by the supplier and no other claim on taxes etc. if any, leviable shall be entertained by NSC. Packing material design will be given by NSC. In case NSC provides packing material, the cost of the packing material will be deducted from supplier bill. The tenderer will arrange for the SCA's permission, if necessary as per existing seed act law for packing of the offered / accepted quantity in NSC bags.
2. The actual producers / societies / seed companies / seed supplier are eligible to participate in the tender. If any of the tenderer, wants to supply the quantities from their other sister concerned firm(s), should invariably be mentioned clear cut in the tender document with supporting documents. The payment will be made to original/main tenderer. The tenderers can quote for minimum of 50% of individual variety. Less than 50% of offer shall not be entertained.
3. The tender shall be accompanied with interest free earnest money deposit EMD of Rs. 3.00 Lakhs, EMD shall be remitted online through RTGS/NEFT. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 30 days from tender opening. The tender participants registered with NSIC/ MSE/ MSME / DIC/ KVIC/ KBIV/ other body specified by MSME / Govt. organization for the quoted item are exempted from EMD deposit. However, security deposit will be waived off only to the extent of monetary limit.
4. The suppliers offer shall be valid at least for 180 days which may be extended for further 3 months with the mutual consent of both the parties, agree for supply on the T&C of the NIT. Dispatch and delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence according to the delivery schedule given by NSC. Failure to deliver the quantity approved by NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. For delayed supplies penalty of Rs. 2/- per day per Qtl. will be charged.
5. The successful tenderer shall remit interest free security deposit @ 3% of the total value of the supply order at the approved rate. This deposit shall be, remitted through RTGS ONLY to National Seeds Corporation Ltd. Mohali within five working days from the date of receiving the NSC's purchase order / intimation. EMD of the successful tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD. The Security deposit shall be refunded after 180 days, subject to the deal is deemed to have been completed satisfactorily and there is no serious complaint from the farmers regarding germination and quality of the seed supplied by the tenderer.
6. The successful tenderer will execute a formal agreement with NSC on non-judicial stamp paper (Rs.500) of required value for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.
7. NSC shall have the right to inspect the operations of processing, grading, packing, despatches etc. at supplier's premises/supply points from time to time.
8. NSC will draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in any lab identified by NSC. In case of T/L – standard QCL lab report while for C/S supply standard report both in STL and QCL (NSC's) are essential. Only the lot cleared by the lab as above will be finally accepted by NSC. NSC may draw samples for 25 % more quantity than the offered quantity to ensure that in the event of failure of any lot in the Lab, there is no shortfall in the supply from the ordered quantity.
9. The Seed stock shall conform to the quality specifications, prescribed in the Minimum Seed Certification Standards 2013 as amended from time to time and shall possess good physical appearance and subjected to NSC's satisfaction with regard to quality, physical & genetical status.
10. Supplier's failure to arrange the supply as per the terms and conditions will entitle NSC to Forfeit the EMD & security deposit and the Firm will be black listed for future supply.
11. NSC may increase or decrease the final requirement of the quantity given in the NIT. The seed will be purchased only on actual need basis and unsold stock will be lifted by supplier at his own cost. NSC may increase 100% quantity over and above the quantity mentioned in the NIT and may repeat the purchase order, if required, within 6 months from the date of deposit of Security Deposit with the consent of the tenderers.
12. In case of so procured seed is supplied to NSC authorized dealer, 80% payment to the tenderer will be made through RTGS on the receipt of the bills within 30 days and balance 20% after 90 days' subject to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and acceptance.

13. In case of government supply, 80 % payment will be released within 30 days of receipt of payment from the Govt. Dept. subject to fulfilling the requirements set out in the terms and conditions. The supplier has to submit section-9 packing certificate (in case of CS supply) along with the bills and acknowledgement. The balance 20% payment will be released 90 days after the payment receipt.
  14. The NSC staff and the representative of Department of Agriculture, J&K; Haryana; Himachal Pradesh and Punjab State shall inspect the quality of Seed at the time of dispatch.
  15. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
  16. In the event of any dispute/complaint with reference to the seed quality, if any, at any stage the responsibility of the supplier is proved / established, 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.
  17. In case of rejection of any qty. of seed under any reason at field level or in sampling done by State Government Agency/Party, the supplier shall be liable to pay compensation/damages at the rate of total value of qty. so rejected and the same shall be worked out at purchase/procurement rate agreed upon and other expenses incurred by NSC. In case of any legal action initiated against the corporation because of above, the party will be bound to make good for the losses so suffered by NSC. The payment of such lots will not be released to the party.
  18. The responsibility of genetic purity and germination would be solely upon the tenderer. In case of any complaint, the tenderer would be responsible for making good losses to the farmers and/or to the NSC
  19. The rejected seed stocks by the Corporation at their receiving ends or in the processing plant of the tenderer shall not be used for resale by the tenderer in Corporation's container.
  20. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
  21. The tenderer shall make available to NSC a copy of the release order/certificate issued by SSCA for each seed lot delivered to NSC in case of certified seed.
  22. The tenderer shall be responsible for GST and income tax liabilities if any. NSC will not carry any tax liability related with the transactions.
  23. NSC will not be responsible for the losses incurred to the tenderer due to change in Govt. Decisions, natural calamities, which are beyond the control of NSC.
  24. Quality control inspectors of the concerned State may draw the samples of the stocks. In case the stock failed in test results the tenderer will be responsible for the consequences of violation of seed act and seed laws and losses caused to NSC.
  25. The weight of seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and tenderer shall be responsible for the legal consequences of weight and measurement Department.
  26. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.
  27. The tenderer shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to noncompliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
  28. The Packing size will be as given in supply order will be Net; Exclusive of packing material at the time of delivery to destination/farmers. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible to participate in the tender.
  29. The Regional Manager reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Regional Manger further reserves the right to award contract / issue the order for supplies to more than one tenderer.
  30. In case of dispute arising out of the contract, the party / parties shall have to agree to the decision of the sole arbitrator appointed with concurrence of both the parties by CMD of NSC or the officer in organization holding the highest position whose decision will be binding on both the parties.
  31. The Court of law situated at Delhi will have the jurisdiction in matter related to this tender or any dispute during the performance of the contract. The seed suppliers will have to give name of the firm / individual, their postal addresses, telephone Nos., E-Mail, name of the responsible person in the tender form itself so as to make further communication.
  32. The Tenderer will submit the seed directory duly certified by the SSCA along with Technical Bid in case of Certified Seed.
- (I have read and understood the forgoing terms and conditions and I agreed to abide by them.)

Date  
Place

Signature of the tenderer  
Name Address (with seal)

## Annexure – A (Technical Bid)

*Owner Photo*

### National Seeds Corporation Limited

(A Government of India Undertaking)

Plot No.24, Phase No.9, Industrial Area

**Regional Office: Mohali-Chandigarh**

*Self Attested*

### TENDER FOR PURCHASE OF GARLIC CS/TL SEED THROUGH OUTSOURCING PRODUCED OUT OF FRESH PRODUCTION

#### **TECHNICAL BID / COMPETENCY DETAILS:**

01.	Name of Tenderer		
02	Address:		
	i) Office:		
	ii) Plant:		
03	Phone No:		
	i) Office :		
	ii) Plant :		
04	Name of responsible person to handle the business:		
	<b>S. No.</b>	<b>Name of Person</b>	<b>Cell No.</b>
	1.		
	2.		
05.	Registration Certificate No.		
06.	Seed License No.		
07.	Seed Certification Agency Plant Registration No.		
08.	PAN No:		
09	GST No :		
10	i) Name & Address of Banker:		
	ii) Account Number:		
	iii) IFSC Code:		
	iv) Branch Code:		

11. a) Since how long tenderer is dealing in seed production activity.

i) Number of years .....

ii) Past Performance details of last 3 years:

S. No.	Year	Name of Agency/Company	Total contracted quantity (in Qtls.)	Total supplied quantity (in Qtls.)	Percent supply
1.					
2.					
3.					
4.					

(If required, separate sheet be enclosed)

b) Last year (2021-22) supply details to NSC under NIT –

S. No.	Crop/Variety	Stage (FS/CS/TL)	Contracted Quantity	Actual Supply	Percent Supply	Reasons for shortfall
1						
2						
3						
4						
5						

12. Organized production for quoted items:

S. No.	Crop / Variety	Season	Area proposed Hectares	Quantity Planned (Qtls.)	Expected Productivity per Hectare	Location of production programme District/Town
1						
2						
3						
4						

13. Quantity Offered of Garlic seeds:

S. No	Crop/Variety	Class	Tender Quantity (Qtls)	Quantity offered (in quintals)	Stock Point Address for physical verification & Sampling
1	Garlic / Yamuna Safed-2 (G-50)	CS/TL	1500		
2	Garlic / Yamuna Safed-2 (G-282)	CS/TL	500		
3	Garlic / Bhima Purple	CS/TL	100		
4	Garlic / Agrifound Parvati (G-313)	CS/TL	200		
5	Garlic / Agrifound Parvati-2 (G-408)	CS/TL	200		

14. E.M.D. Details –

- i) DD/UTR No. ....
- ii) Bank .....
- iii) Amount .....

Above information is true to our knowledge and belief.

Signature of Tenderer

Stamp

Date: .....

**Check list of enclosures for Technical & Commercial Bids:**

1. Technical Bid (Annexure- A)
2. Tender Fee/ EMD fee details
3. Certification of Registration of Firm or an affidavit of ownership if proprietary firm / sole traders (Rs. 100/- notarized stamp paper) or Partnership Deed if Partnership Firm (whichever is applicable)
4. Authorization / Resolution for signing of bid; if it is limited company or partnership firm.
5. If representative participating, letter of authorization to participate in the tender opening / negotiation of rate.
6. Valid Registration Certificate from seed Certification Agency.
7. Valid Seed Business License from State Agriculture Department.
8. Income-tax Return & Audited Balance sheet statement along with P&L for last two years
9. Copy of PAN and GST Registration No.
10. Affidavit certificate that not black listed and no arbitration case pending in given format-A-1 (on Rs. 100/- non-judicial stamp paper duly notarized)
11. Affidavit no circumstances exceeded lowest price of identical goods to Govt./Semi Govt. Organizations in given format A-2(on Rs. 100/- non-judicial stamp paper duly notarized)
12. MSME registered with NSIC or Other Authorities Certificate with proper validity for quoted item.
13. Evidence of access to financial resources.
14. Copy of SSCA Certificate for the offered crop/varieties in case of CS offer.
15. Source of planting material in case of TL seed offer
16. Seed Directory / growers list of offered Crop/varieties.
17. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
18. Other document, if any, in support of the tender.

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

## **PART-B**

### **ANNEXURE -B** **(FINANCIAL BID)**

From:

M/s-----  
-----  
-----

To,

The Regional Manager  
National Seeds Corporation Ltd.  
Mohali

Sir,

With reference to your advertisement in the Newspaper dated \_\_\_\_\_ for supply of **Garlic TL/CS** as per the terms and conditions provided by you. The particulars of offer are given below: -

S. No.	Crop/ Variety	Tender Qty (Qtls)	Class of Seed	Qty. Offered (Qtls.)	Supply Rate (Rs./Qtls.) for final, cleaned/graded quantity in NSC PACKING		
					Ex-Godown	F.O.R. HR & PB	F.O.R. HP & J&K
1.	Garlic / Yamuna Safed-2 (G-50)	1500	CS				
2.			TL				
3.	Garlic / Yamuna Safed-2 (G-282)	500	CS				
4.			TL				
5.	Garlic / Bhima Purple	100	CS				
6.			TL				
7.	Garlic / Agrifound Parvati (G-313)	200	CS				
8.			TL				
9.	Garlic / Agrifound Parvati-2 (G-408)	200	CS				
10.			TL				

Signature of party with

Name: -----

Seal: -----

Date: -----

Phone No-----



**Affidavit Certificate**

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

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full address \_\_\_\_\_

\_\_\_\_\_

Rubber stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**Affidavit Certificate**

I \_\_\_\_\_ (Name, Designation and Address)  
hereby declare that the price charged for quoted item / items under this contract, our firm has  
under no circumstance exceeded lowest price of identical goods given to government and semi  
government organizations.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full address \_\_\_\_\_

\_\_\_\_\_

Rubber stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

## **SECTION-IV**

### **AGREEMENT**

This agreement is made on this \_\_\_\_\_ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-12 (hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. \_\_\_\_\_ (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing Garlic seed invited offers vide tender No. \_\_\_\_\_

AND WHEREAS the supplier submitting their tender No. \_\_\_\_\_ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with supplier for the supplies of items/materials as per specifications quantities and No. mentioned in Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

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

### **SETTLEMENT OF DISPUTES**

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation and in the absence of MD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provisions of Arbitration Act, 1996.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, Incharge of the Bureau of Public Enterprises. The Arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the

dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

No amendment or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

**For and on behalf of the supplier**

**for and on behalf of the National Seeds Corporation Ltd. Mohali.**

**Witness**

**1.**

**2.**

**Witness**

**1.**

**2.**