



**राष्ट्रीय बीज निगम लिमिटेड**  
(भारत सरकार का उपक्रम- "मिनिरत्न" कम्पनी)  
सीआईएन: U74899DL1963GOI003913  
(आईएसओ 9001:2015 एवं 14001:2015  
प्रमाणित कंपनी)  
वेबसाइट: WWW.Indiaseeds.com  
क्षेत्रीय कार्यालय:- बी-116-118,  
स्वागत रेनफोरेस्ट II, कोबा हाइवे,  
कुड़ासन, गांधीनगर (गुजरात)- 382421

**NATIONAL SEEDS CORPORATION LTD.**  
(A Government of India Undertaking-"Mini  
Ratna" Company)  
(CIN : U74899DL1963GOI003913)  
(ISO: 9001:2005 and 14001:2015 Certified  
Company) Website:  
WWW.Indiaseeds.com  
Regional Office: B-116-118,  
Swagat Rainforest II, Koba Highway,  
Kudasan, Gandhinagar (Gujarat)-382421

## ई-निविदा सूचना

क्षेत्रीय कार्यालय, रा.बी.नि., गांधीनगर, प्रतिष्ठित बीज प्रोसेसिंग इकाइयो से कस्टम बीज प्रोसेसिंग एवं भंडारण हेतु ऑनलाइन ई-निविदा दिनांक 20.12.2022 अपराह्न 2.00 बजे तक आमंत्रित करता है। निविदा संबंधी पूर्ण एवं विस्तृत जानकारी निगम की वेबसाइट [www.indiaseeds.com](http://www.indiaseeds.com) पर उपलब्ध है। आवश्यकतानुसार शुद्धिपत्र केवल वेबसाइट पर उपलब्ध होंगे।

क्षेत्रीय प्रबन्धक



राष्ट्रीय बीज निगम लिमिटेड  
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Kudasan, Gandhinagar (Gujarat)-382421

No.Prodn./Cust.Processing/NSC-GNR/ 2022-23/

Dated: 29/11/2022

**NOTICE INVITING TENDER**

Online tenders are invited under two bid system from the reputed and experienced Custom Processors for processing, packing with storage of Groundnut, Soyabean, Arhar, Til, Onion, Guar, Moong, Urd, Sorghum, Oat, Lucern Wheat, Gram, Cumin, Coriander etc seed. The processing Plant must be valid and registered with State Seeds Certification Agency.

SN	Crop	Produced during	Apprx. Raw Seed Qty. (In Qtls.)	SN	Crop	Produced during	Apprx. Raw Seed Qty. (In Qtls.)
1.	Groundnut	Kharif-2022	13000.00	8.	Onion	Rabi-2022-23	75.00
2.	Soyabean	Kharif-2022	3500.00	9.	Coriander	Rabi-2022-23	375.00
3.	Til	Kharif-2022	120.00	10.	Oat	Rabi-2022-23	3825.00
4.	Arhar	Kharif-2022	1000.00	11.	Lucern	Rabi-2022-23	1360.00
5.	Moong	Kharif-2022	3000.00	12.	Sorghum	Kharif-2022	6000.00
6.	Wheat	Rabi-2022-23	30000.00	13.	Cumin	Rabi-2022-23	10.00
7.	Gram	Rabi-2022-23	10000.00	14.	Guar	Rabi-2022-23	50.00

Particulars	Details
Date of issue of NIT	29-11-2022
Date and time for submission of online bid	20/12/2022 Up to 2:00 PM
Date and time of opening of Technical Bid in Online mode at NSC Gandhinagar	20/12/2022 At 03:00 PM
Date and time of opening of Financial Bid in Online mode at NSC Gandhinagar	20-12-2022 /After Evaluation of Technical bid
Tender Fees : Online mode	Rs.1180/- (Incl. GST 18 %) (One Thousand One Hundred Eighty Only)
EMD: Online mode	Rs.1,00,000/-(Rupees One Lakh Only)
Address for Communication	Regional Manager National Seeds Corporation Limited B-116-118,Swagat Rainforest-2,Koba Highway,Kudasan,Gandhinagar-382421
Contact details:	079-/8084679702 mail: <a href="mailto:ahmedabad@indiaseeds.com">ahmedabad@indiaseeds.com</a>

Tender document may be seen on [www.indiaseeds.com](http://www.indiaseeds.com) , <https://indiaseeds.eproc.in>., and <https://eprocure.gov.in> .

Regional Manager

SECTION – I  
INSTRUCTIONS TO TENDERER – ONLINE MODE  
DEFINITIONS:

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on [https:// indiaseeds.enivida.com](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 bidsheet. 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 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](mailto:enividahelpdesk@gmail.com), [enivida2021@gmail.com](mailto:enivida2021@gmail.com)

NATIONAL SEEDS CORPORATION LIMITED  
(A Government of India Undertaking)  
Regional office : Gandhinagar

**Section- II**

National Seeds Corporation Limited, Gandhinagar is interested to get the storage and processing of seeds of Groundnut, Soyabean, Arhar, Til, Onion, Guar, Moong, Urd, Sorghum, Oat, Lucern, Wheat, Gram, Cumin, Coriander etc. 'Crops' varieties which are produced in Gujarat State through its registered growers on custom basis for a period from December 2022 to , December 2023. The online tenders are invited from the reputed and experienced Custom Processors, who have got processing facility such as godown, seed processing machinery and trained and professional man-power for operation and management of seed processing plant. The processing Plant should be registered with State Seeds Certification Agency with valid seed License.

**(I) Quantum of seeds for processing :**

\* It is expected that the sizeable quantity of fresh stock may be available in Kharif and Rabi / Summer season. The quantity can vary depending upon the season and vagaries of nature, so exact quantity for processing can not be assured.

The NSC does not take guarantee to provide the quantum if availability is affected by natural factors/ any other decision of the management.

**(II) Both Custom Storage and Processing work has to be got done in Saurashtra region, whereas only 'need based' custom processing work of Soybean (4,000 Qtls), Arhar ( 1,500 Qtls), Fodder (6000 Qtls), Mustard (3,600 Qtls), Wheat (15,000 Qtls) & Gram (8,000 Qtls) crops can also be done under Area Office, Idar, through selected processing plant for Idar, which will be purely need based, not guaranteed.**

**(III) Crop-wise Expected quantity of seed to be stored and processed under Saurashtra is below :-**

SN	Crop	Produced during	Appx. Raw seed qty.(in Qtls.)	SN	Crop	Produced during	Appx. Raw seed qty.(in Qtls.)
1.	Groundnut	Kharif-2022	13000.00	8.	Onion	Rabi-2022-23	75.00
2.	Soyabean	Kharif-2022	3500.00	9.	Coriander	Rabi-2022-23	375.00
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4.	Arhar	Kharif-2022	1000.00	11.	Lucern	Rabi-2022-23	1360.00
5.	Moong	Kharif-2022	3000.00	12.	Sorghum	Kharif-2022	6000.00
6.	Wheat	Rabi-2022-23	30000.00	13.	Cumin	Rabi-2022-23	10.00
7.	Gram	Rabi-2022-23	10000.00	14.	Guar	Rabi-2022-23	50.00

The quantity may vary as per season.

Period of Contract:

This contract will be for a period of up to December 2023 depending on the season and contract may be extended for next crop year ( upto Dec.,2024) also at the approved previous year rate with mutual consent only on considering the quality of work with timely execution. If required.

(2) Eligibility as a Custom Processor:

- i. The processing Plant should be registered with State Seeds Certification Agency with valid seed License.

- ii. The Custom Processor should be experienced in carrying out custom processing will be given preference.
- iii. The Custom Processor should have seed processing machinery essentially required for seed processing work and having capacity Two to four tons per hour so as to complete the processing of above quantum of seed.
- iv. The Custom Processor should be able to complete the processing of seeds in season in time limit given as timely availability of seeds for marketing is a crucial parameter for the Custom Processor and NATIONAL SEEDS CORPORATION LTD.
- v. The Custom Processor should have sufficient trained and professional man- power at the plant. The staff has to be available throughout the period as mentioned above at the plant and if required for running the plant in three shifts, additional qualified and experienced staff will have to be engaged by the Custom Processor.
- vi. The Custom Processor should be able to run the plant by engaging labours/ handling labours and professional staff with the minimum pay and allowance as applicable as per Government rules and regulations and various Acts and provision of Laws. It will be the responsibility of the Custom Processor to produce all the records to the Government authority like Factories Inspector, labours Inspector, Statistical Department, Pollution Control Office, Shops and Establishment Office, Weights, and Measures Office etc. There shall be no liability of the Corporation on this account.
- vii. The Custom Processor should have registration with Assistant Commissioner of Labours for engaging labours and handling labours **more than 50 numbers** and registration from Shop and Establishment Office. The Custom Processor or his Labour Contractor should have CPF registration from Commissioner of CPF Office.
- viii. The Custom Processor should have GST, Professional Tax registration and PAN.
- ix. Seed Processing Plant should be approved by the Factories Inspection Office and Seed Certification Agency for running the plant. Building, civil structure and electrification should be safe and should have stability certificate and approved from Govt. Electrical Inspector. All civil structures and electrical installations and machinery should be insured against fire, theft, and natural calamity.
- x. Godown for storage of seeds should be constructed of RCC and brick work and should have sufficient plinth height of at least 1 to 3 ft. from ground level to avoid dampness and sufficient ventilation for aeration in the godown and good openable shutters/ doors and flooring of PCC or mastic flooring or trimix flooring. Separate godown for storage of low grade, failed seed and processing materials should be available. Storage capacity of the godown is calculated with the norms of 1.25 sq. ft. for each quintal of seed.

- Godown for storage of raw seed/ good seed/passed seed :- 50,000 to 60,000 sq.ft. wherein the 40,000 Qtls to 50,000 Qtls raw seeds can be stored at any point of time pertaining to Kharif or Rabi or Summer season and the Godown will be separate for storage of NSC's Raw Seeds Stock wherein no any other seed will be stored. The lock & Key will be under the custody of NSC's concerned official in-charge only.
  - i). There must be covered space for undersize seed and custom processor shall be fully responsible for undersize quantity till it returned to concerned NSC's growers.
  - ii). In the godown where NSC's seed will be stored, custom processor will not store anything else or other company seed.

Godown for storage of low grade/ failed seed and processing materials.

- Godown should have brick wall, steel shutters, steel/ wooden ventilator, and A.C. Sheets roof preferably instead of G.I. Sheets or powder coated traphered sheets and the height of the godown to eve level should be minimum four meter (13 feet) from plinth level. The godown should be leak proof and wellventilated.
  - Separate Seed Processing plant building of at least 3,000 sq. ft. for machinery and operation should be available.
  - The premises of seed processing plant should have either compound wall or at least barbed wire fencing or chain link fencing to protect premises and for protection of seed processing plant and stock.
  - Processing plant building and godown should be located on elevated ground area and should not be nearby river/ Nalla/ stream or should not be located near explosive industry to avoid fire. Similarly, location of plant and godown should be away from domestic area.
- xi. Sufficient availability of water for fire hydrant system and drinking purpose should be available at the plant with either from source of water like well, dam, reservoir, SIDC, Corporation or Nagar Parishad.
  - xii. Required number of labours male and female and additional labours should be made available for processing work.
  - xiii. Security Deposit: - The custom processor cum warehouse provider must submit the security deposit@ 10% of advance payment made to grower of stock stored in the godown of custom processor cum warehouse provider in the form of Bank Guarantee of any scheduled bank (Format attached) on or before intake of seeds in his godown and the validity of the BG up to 31st July 2023 and 31<sup>st</sup> December 2023 for kharif season crop and rabi season crop respectively. which can be extended for further period of three months, if required.
  - xiv. Since NSC has to release payment to its seed growers immediately after intake, as such it shall be essential that custom processor cum warehouse provider will insure the stock and material against fire, theft, fraud, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC equal to the value of stock of seed stored in his godown and the insurance charges will be paid by Custom Processor. In case of any loss to National Seeds Corporation Ltd, SSCA materials and seed stock at custom processor premises then the cost of the same will be recovered from the custom processor cum warehouse provider at selling rate decided by National Seeds Corporation Ltd.
  - xv. Custom Processor cum warehouse provider has to issue and deposits the sufficient No's of Post Dated blank cheques in the Name of National Seeds Corporation Ltd along with a covering later on his letter pad as well as an affidavit duly notarized on stamp paper of value minimum Rs.500/- wherein the purpose is to be mentioned that in case of any type of risk/ fraud to the stock of seeds stored in his godown, NSC is free to deposit the given cheques in bank and may recover the value of stock.

- (One blank cheque for each of Rs 25,00,000/- as equal to the value of seed stock stored in his godown)
- xvi. After due verification of signature and others parameters of such security PDC cheques from the concerned bank, only the advance payments of growers whose seed kept in custom processors godown shall be release by NSC.
  - xvii. Electric supply of minimum 40 HP should be available for running the seed processing machinery and electrification. Sufficient lights in the godown and in the open premises of plant should be available and electric bill must be paid by the custom processor.
  - xviii. The Custom processor should run plant in two or three shifts as per the processing load allotted by NATIONAL SEEDS CORPORATION LTD to complete the processing within time limit given by National Seeds Corporation Ltd. In case of load shading/ continuous power failure the custom processor should run the plant by using DG set either owned or hired so that processing should be completed within time limit given by NATIONAL SEEDS CORPORATION LTD. National Seeds Corporation Ltd will not provide DG set, diesel, oil etc. neither NATIONAL SEEDS CORPORATION LTD will bear any extra expenditure.
  - xix. All the stationery, stamp, sample bags, Pen, Pencil, papers, polyethylene bags will be required and will be supplied by custom processor.
  - xx. Seed certification charges will be paid directly by NATIONAL SEEDS CORPORATION LTD to the Seed Certification Agency. However, shift charges due to low output/shift in the plant charged by SCA will have to be paid by Custom Processors, sitting arrangement having separate office for NATIONAL SEEDS CORPORATION LTD Officers and Seed Certification Agency Officers must be made by the Custom Processor and the tea/ Coffee at least two times in shift has to be arranged by the Custom Processor.
  - xxi. Sufficient space for sitting and waiting for seed growers and if required for night halt has to be made by the Custom Processor.
  - xxii. Rest house for SCA staff for night shifts should be provided by custom processor/ contractor.
  - xxiii. Sufficient drinking water facility, toilet, bathroom etc should be provided by custom processor/ contractor.
  - xxiv. Office attendant to SCA and National Seeds Corporation Ltd officers should be provided by custom processor/ contractor.
  - xxv. Separate cupboard with lock and key arrangement should be provided for SCA and National Seeds Corporation Ltd to keep record, tags etc while period of processing by custom processor/ contractor.
  - xxvi. All the staff, labours and handling labours have to be engaged by the Custom Processor/ Contractor.
  - xxvii. Any injury caused to handling labour, casual labour, National Seeds Corporation Ltd or SSCA staff while working at custom processor/ contractor plant for which compensation is to be paid will be sole responsibility of the custom processor/contractor for the same.
  - xxviii. The Custom Processor/ Contractor has to raise the bill after completion of work i.e. crop variety wise in case of processing and for storage on monthly basis. The payment will be made by NATIONAL SEEDS CORPORATION LTD at the approved rates within 15 days from the date of receipt of bill to Regional Manager office with clear certificate from the NATIONAL SEEDS CORPORATION LTD's officer posted

at seed processing plant for supervising the work.

- xxix. The quality of the seed has to be maintained in the storage as well as quality of seeds at the time of processing has to be maintained well as per the directives of NATIONAL SEEDS CORPORATION LTD officers posted at the plant. NATIONAL SEEDS CORPORATION LTD technical staff will direct to operate processing machinery to get good quality as well as optimum low grade. All the standard procedures of Seed Certification has to be followed while processing.
- xxx. No excessive shortages should occur in the seed lots of seed growers due to careless handling, leakages and overages, sweeping and cleaning and bad storages and if occurred, the Custom Processor/ Contractor will be responsible and amount will be recovered from the Custom Processor/ Contractor for such wastage, excessive shortages in seed stock as well as in processing materials. There should be no shortage in Rabi seeds in processing Rabi season. The increased weight due to moisture should be given to concerned seed growers. In case of theft and fire of seed stock and processing materials or any other material from godown/ premises of Custom Processor/ Contractor, it will be the responsibility of the Custom Processor/ Contractor and cost of such stock/material will be recovered from Custom Processor/ Contractor at selling rates of seed stock and material.
- xxxi. Custom Processor/Contractor will insure the stock and material against fire, theft, rain damage, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC and the insurance charges will be paid by Custom Processor. In case of any loss to National Seeds Corporation Ltd, SSCA materials and seed stock at custom processor/ contractor premises then the cost of the same will be recovered at selling rate decided by National Seeds Corporation Ltd.
- xxxii. Sufficient Security/ watch and ward has to be provided by the Custom Processor.
- xxxiii. Custom Processor or his authorized representative should always be present in the plant to attend to the problems of seed growers, labours, handling labours, Seed Certification Agency and NATIONAL SEEDS CORPORATION LTD.
- xxxiv. In case of delay in processing, the penalty @ Rs. 75/- per quintal per day will be charged to the Custom Processor for a period of fifteen days and thereafter seed stock will be moved from the plant and it will be processed either at NATIONAL SEEDS CORPORATION LTD own plant or at other plant and full amount of processing expenditures and transport and handling expenses incurred will be recovered from custom processor.
- xxxv. For maintaining the seed stock in good condition, the fumigation, spraying and dusting, cleanliness, sweepage will be carried out by Custom processor. All the material for same will be supplied by custom processor only. NSC will seal all the godowns and plant buildings of Custom Processors to ensure safety and security of NATIONAL SEEDS CORPORATION LTD stock and material. In no case Custom Processor will deliver the stock or material to any other party or seed grower on his own. Else it will be the responsibility of custom processor.

- xxxvi. All the records at Seed Processing Plant like raw seed receipt register, control register, low grade, failed seed register, seed certification register, samples register etc. will be maintained by NATIONAL SEEDS CORPORATION LTD staff and it will be checked and signed by NATIONAL SEEDS CORPORATION LTD officers. All the raw seed receipts and low grade, failed seed gate pass will be issued by NATIONAL SEEDS CORPORATION LTD staff to the seed growers, dealers and NATIONAL SEEDS CORPORATION LTD units. The Custom Processor/ Contractor will have to assist in maintaining records. All records will be in the custody of NATIONAL SEEDS CORPORATION LTD staff.
- xxxvii. Limited staff like Plant / Shift In-charge may be provided by NATIONAL SEEDS CORPORATION LTD for supervising and running the seed processing plant in three shifts. It will be the responsibility of Custom Processor/ Contractor to provide sufficient staff, labours and handling labours to run the plant and to maintain the records and management and operation of plant. The intimation letters to seed growers will be given by NATIONAL SEEDS CORPORATION LTD on NATIONAL SEEDS CORPORATION LTD own expenditure.
- xxxviii. The Custom Processor/ Contractor should keep good liaison with seed growers, NATIONAL SEEDS CORPORATION LTD officers and Seed Certification officers and all concerned Government Officers.
- xl. If any dispute arises out of the contract will be settled mutually and Arbitrator will be the Chairman Cum Managing Director, National Seeds Corporation Limited, New Delhi, whose decision will be binding on both the parties i.e. NATIONAL SEEDS CORPORATION LTD and Custom Processor/ Contractor.
- xli. All the payments of processing contract will be released by the concerned Regional Manager's office through RTGS/NEFT. RTGS/NEFT commission is to be borne by the Custom Processor/ Contractor.

### Payment Terms:

The first 90% Processing work payment will be released after completion of the processing & packing work of each crop, variety and category. While the payment for storage will be released on monthly basis.

It will be responsibility of custom processor to return all processing materials with its account to NSC and Certification materials to SCA with its accounts. Also all records like Control Register, tagging register, tag account register, Gate pass and Release orders etc. should be handed over to NSC and SCA. Only after obtaining receipt/NOC, the above 10% payment will be released, in case of processing work payment. Also all low grade, empty gunny bags, rejected seed and failed seed should be returned to the seed growers in the presence of NSC representative.

- TDS or Tax deducted as per rule from each bill, when valid PAN Card is produced. Otherwise, as per rules, it shall be deducted.

The payment will be released on monthly basis for the activities done in that particular month to the Custom Processor by RTGS / NEFT from Regional Office after getting certificate on back side of the Bill from NSC, Representative /Area Manager/ In-charge, Production Centre/any other NSC official deputed for processing work. The bills will be issued by the Custom Processor and payable to the bank as requested by Custom Processor. RTGS/NEFT commission is to be borne by the Custom Processor.

### Settlement of disputes:

All disputes 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/tender shall be referred to the Sole arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, 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 the arbitrator had dealt with the matter of any earlier stage.

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 arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause.

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

## **ARBITRATION**

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.

Detail draft agreement is enclosed.

## Section- III

### General terms and conditions:

1. It is the responsibility of the Custom Processor/ Contractor to arrange Generator Set in case electric power supply is off from Electricity Company/ Board or supply source and delay in processing on account of power off will not be tolerated and it will be penalized. Therefore, Custom Processor/ Contractor has to arrange Generator Set either on rent or his own for running the plant for electrification such as lighting.
2. In case the seed fails in the STL on account of insect damage then No payment of storage & processing of such Lots quantities will be paid to Custom processor cum warehouse provider and the amount paid if any will be recovered from the balance payments.
3. In case any lot fails in germination and the corporation wants to get it re-graded, then the charges payable will be for only grading & packing.
4. The Custom Processor/ Contractor will seal all the doors and shutters of the plant in presence of NATIONAL SEEDS CORPORATION LTD officers and whenever NATIONAL SEEDS CORPORATION LTD officers are not present or the plant is required to operate except where the NATIONAL SEEDS CORPORATION LTD stock is not stored that can be opened by the Custom Processor/ Contractor. In case of theft of NATIONAL SEEDS CORPORATION LTD stock or delivering seed or any material without knowledge or written order to any other party, entire responsibility will be of custom processor and losses will be fully recoverable from custom processor.
5. The Custom Processor/ Contractor will not accept as well as deliver/ dispatch any seed stock from other private or public and Government Seed Company unless permitted in writing after completion of entire processing of NATIONAL SEEDS CORPORATION LTD seed. The Custom Processor/ Contractor have to give first preference of processing of NATIONAL SEEDS CORPORATION LTD seed stock.

Security Deposit: - The custom processor cum warehouse provider has to submit the security deposit@ 10% of advance payment made to grower of stock stored in the godown of custom processor cum warehouse provider in the form of Bank Guarantee of any scheduled bank (Format attached) on or before intake of seeds in his godown and the validity of the BG up to 31st July 2023 and 31<sup>st</sup> December 2023 for kharif season crop and rabi season crop respectively. which can be extended for further period of three months, if required.

6. All the Court matter will be dealt with New Delhi Court irrespective of location of Seed Processing Plant and irrespective of the dispute arising at location.
7. If it is observed that there is a admixture of good seed, failed seed and low grade or varietal admixture in the good seed intentionally done by the Custom Processor/ Contractor, then the compensation has to be paid by the Custom Processor/ Contractor as all the stock is stored and processed in the Custom Processor/ Contractor's plant and the value of such quantity of seed will be recovered from custom processor.

8. NATIONAL SEEDS CORPORATION LTD reserves the right to terminate the contract of processing at any time with one month's notice to the Custom Processor/ Contractor.
9. Custom Processor will help in intake of the raw seed from the growers in the presence of NSC representative, after that same will be processed. He will protect grower's seeds from insects by spraying insecticides and fumigates the seed stock. At the time of processing and packing the seed may be mixed by the mistake of labourers and seed may be damaged in the form of low germination during fumigation by using of high dose of chemicals. Therefore, Custom Processor will be responsible for such type of problems or any other kind of complaints received from dispatched seeds /field of farmers.
10. There should have no mortgage for seeds stored in the godown of Custom Processor's Godown at any stage, from any financial institutions.

#### Custom Processing Charges :

The Custom Processing charges shall be considered on per Qtls basis and on final packed quantity basis.

#### Custom Hiring Charges:

The Custom hiring charges shall be considered on per Qtls basis and on raw seed quantity basis because keeping in seed certification norms the grading and packing can be executed only on after receipt of STL results of raw seeds. However when seed will be packed and still same may be stored at the custom processors godown then hiring charges will be counted on packed seed basis immediately after packing of seed. (Quantity for consideration of charges shall be counted on 30<sup>th</sup> of each month.)

#### Important

Taxes: All the indirect taxes like GST, etc will be borne by custom processor as per rule.

\* The TDS or Taxes will be deducted as per rule from each bill.

### **Instructions for custom processor:**

Custom processor should have his own registered processing plant, processing facilities, godown facilities and technical manpower. Complete details of processing plant, processing facilities, godown facilities and technical manpower should be provided by custom processor. NATIONAL SEEDS CORPORATION LTD will depute only one representative to look after quality of seed.

### Processing rates:

The processing rates will include following components:-

- (i.) Unloading of raw seed from trucks / seed growers' lorry & stacking in to godown with proper weighing and mentioning lot no. of raw seed.
- (ii.) Processing / Packing :-
  - a.) Lifting of the seeds from the stores to the feeding hopper of the grading unit, grading processing of raw seed, Collecting of undersize / rejected seed, weighing, packing and properly storage of undersize. Cleaning of godown right from intake of raw seed till lifting seed from the store. Loading of undersize in to trucks / trolleys. Lot wise lifting of graded seed from the stack , move the stock to the packing floor, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation of tags and lables & bags. Packing of certified seed lot wise as per norms including tagging, labeling and sealing. Shifting of packed seed from packing floor to godown and stacking.
  - b.) Packing in Jute/BOPP/HDPE/Cloth Bags/Poly pouch- Size 40 KG/35 KG./30 KG/25 KG/20 KG/16 KG/10 KG/8 KG/4 KG/2KG/1 KG/500 Gms, etc.
- (iii.) Segregation of seed lots from the stack due to rejection of lots in seed testing by certification agency. In case of direct packing, removal of tags lot wise and defacing of seed bags and changing in to bulk packing.
- (iv.) Fumigation and spray charges. Weekly spray for pest control from recommended pesticide.
- (v.) Bundling of gunny bags in the 50:50 no's of bags and handover and loading to owner's lorry after grading and lifting of seeds.

The above processing work component will contains:-

1. Unloading and stacking of raw seed,
  - a) Writing grower's name, receipt number, lot number etc on each and every gunny bags. Required ink, color will have to be provided by Custom processor/ Contractor.
  - b) Assist to NSC Officials in drawing sample from each and every bag while unloading.
  - c) Assist to NSC Official in checking moisture content of different lots. Custom processor/ Contractor will have to use his own moisture meter for the same.
  - d) Assist to NSC officials in bifurcation of sample and preparation of sample by putting sample slip inside sample bag, stitching of sample bags etc to send to QCL. Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor.
  - e) Stitching of torn gunny bag. Only Jute twine will be provided by National Seeds Corporation Ltd. If National Seeds Corporation Ltd representative desires to change the more torn gunny bag the same have to be changed by new gunny bag provided by National Seeds Corporation Ltd.
  - f) Custom processor/ Contractor will have to unload raw seed at any godown at

- which raw seed is to be stored for processing on particular plant.
- g) Writing and maintenance of all records as per directives of National Seeds Corporation Ltd representative.
  2. Sorting of passed and failed lots in QCL test, if required.
  3. Processing of raw seed i.e. lot wise grading of raw seed on air screen seed cleaner, gravity separator, spiral separator seed treatment (slurry or dry). If National Seeds Corporation Ltd desires to put treatment materials like Thirum, Tebuconazole inside the good seed bags then the packets of the same will have to be prepared by Custom processor/ Contractor. No separate charge will be given for the same chemicals and packets will be provided by National Seeds Corporation Ltd for packing, Weighing of good seed and low grade, Stitching of good seed bags either with tags and labels or without tags and labels. Stitching of low grade gunny bags. Printing tags and labels, good seed bags with all required matter. Writing lot number and weight on low grade gunny bag, Bundling of empty gunny bags, Bifurcation of sample and preparation of sample by putting sample slip inside sample bag. Stitching of sample bags etc to send to STL/QC; Sample bags will be provided by National Seeds Corporation Ltd. Stitching/sewing machine, thread, stamps etc will have to be provided by Custom processor/ Contractor. Writing and maintenance of all records i.e. control register, grading/shift register, tagging register, history register, and any record as per directives of National Seeds Corporation Ltd representative and SCA.
  4. Sorting of passed, failed and result awaited lots.
  5. Bagging and Tagging of passed lots.
  6. MRP and other matter printing on good seed bags and lable / tags as desired by National Seeds Corporation Ltd
  7. Returning of failed lots and low grade, empty gunny bags to seed growers
  8. It will be a responsibility of custom processor to process seed to achieve maximum quality with optimum recovery %.
  9. There should not be excess/shortage while processing as well as while storage. If shortages are excessive or intentional then the same will be recovered from custom processor.
  10. It will be a responsibility of custom processor to satisfy seed growers by giving proper attention to them. Behavior with NATIONAL SEEDS CORPORATION LTD seed grower should be courteous and polite.
  11. If SSCA or National Seeds Corporation Ltd representative find that grading is not done satisfactory then such quantity is to be again graded and no additional charge will be given to custom processor.
  12. Entire electrical bills will be paid by custom processor.
  13. All expenditure required for office and tea to AO etc. will have to be borne by Custom processor.
  14. All taxes, levies etc. are to be borne by custom processor.
  15. Entire certification charges will be paid by NATIONAL SEEDS CORPORATION LTD.
  16. Responsibility of National Seeds Corporation Ltd is to provide all processing materials required for packing of good seed. All other miscellaneous processing materials like ink, colour, printing facilities, rubber stamps, stencils etc. will have to be provided by custom processor.
  17. Accounts of all seed, processing materials and seed certification materials will have to be kept by custom processor. Any loss to the same will be recovered from custom processor.

The rate of fresh processing will be for one time activity. If National Seeds

Corporation Ltd desires for re-grading of fresh stock then the custom processor will have to do the same. The rate and conditions for the re-grading will remain same.

#### Storage of seed

1. It will be a responsibility of custom processor to store raw seed, good seed, marketable seed as well as low grade and empty gunny bags of seed grower in proper and good condition.
2. It will be the responsibility of custom processor to keep seed without infestation. The chemicals, equipments and covers etc. required to keep seed free from infestation will have to be available with custom processor.
3. Any loss to seed in storage or in transit after receipt i.e. due to infestation, rodents, theft, fire, rains, hail storm, strikes, accidents or by any reason will have to be borne by Custom processor.
4. The raw seed will be stored in Custom processor / Contract godown it will be in the custody of NSC representative.

The tenderers are requested to submit the tender by online mode on NSC e-procurement website <http://indiaseeds.eproc.in> only.

Technical Bid

Section- IV

1. Area of operation (Tick (✓))

PC, Rajkot  NSC, Idar

2. The Custom Processor/ Contractor has to provide the following documents -

SN	Name of the godown / seed processing plant with complete address, Contact No. & E-mail address	Registration No. with State seed certification agency (Attach certificate)	Area of godown ( In sq. ft. ) [ attach certified copy of drawing]
I	II	III	IV

3. GST Registration details of the Party -

SN	GST Number of Party	Attach copy

4. Income tax details of the party -

SN	PAN Number of Party	IT Returns for last two years (attach copy)	
		FINANCIAL YEAR	Copy Attached (Yes/No)

5. Profit / Loss statement for last 2 years

SN	PAN Number	Profit / Loss Statement for last two years (attach copy)	
		FINANCIAL YEAR	Copy Attached (Yes/No)

6. Details of the Firm - (Tick Yes / No) , If Yes attach copy

SN	Partnership Firm (Yes /No)	Attach copy of Partnership deed	Ownership Firm ( Yes /No)	Attach copy of ownership certificate

1.				
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7. EMD / Tender Fee payment details -

SN	Payment particulars	Amount Paid	Reference No./Date
1	EMD		
2	Tender fee		

8. Bank details of the party -

SN	Bank details ( Passbook copy OR Cancelled cheque)	Copy attached ( Yes/No)
1.		

9. Name of the seed processing plant machinery available and installed.

S.N.	Name of Machine	Make and Model	Capacity Mt/hour	No. of machines	Remark
1.	Seed Pre cleaner				
2.	Air Screen Seed cleaner Cum grader				
3.	Indent Cylinder				
4.	Sp. Gravity Separator				
5.	Flight belt conveyor				
6.	V.B. Elevator				
7.	Seed Treater				
8.	Destoner				
9.	Moisture Meter				
10.	bag closer				
11.	Weigher Bagger				
12.	Storage Bin				
13.	Groundnut pod grader				
14.	Weighing balances 100 kg. capacity.				
15.	Any other machine not listed above				

Note: For any machine available other than above machines may be written in above format.

10. List of professional man-power available with the Custom Processor / Contractor to carry-out the processing at plant with photoidentity.

S.N.	Name of Employee	Qualification	Experience

I have read all the terms and conditions mentioned in this tender document and I have also experience of running Seed Processing Plant and understood the processing operations to be carried out at my Processing plants.

\* NATIONAL SEEDS CORPORATION LTD technical representative will visit the plant of Custom Processor before opening Price Bid. Hence, information must be factual.

Signature of Custom Processor cum  
Warehousing Provider \_\_\_\_\_

Name of Custom Processor cum  
Warehousing Provider \_\_\_\_\_

Seal of Custom Processor cum Warehousing  
Provider  
\_\_\_\_\_

Location: \_\_\_\_\_

Date : \_\_\_\_\_

Financial Bid

Section- V

**Rate schedule for processing operations and warehousing : Processing rates at custom processing plants & warehousing:**

Rates of Custom Processing -cum -Warehousing:

SN	Description of Work	Rate Rs./Qtl. (including GST, if any)					
		On Packed Seed Basis(Rs. Per qtls)					
1.	SEED PROCESSING	G'Nut / Coriander & others	Wheat & others	Gram/ Oat/ Soybean & others	Sorghum, Soybean & others	Cumin/Onion /Coriander/ Lucern/ Arhar/ Til/ Guar/ Urd/ other crops	
		20Kg- 30 Kg.	40 Kg	16 Kg - 25 Kg.	8 Kg - 10 Kg	2 Kg -5 Kg	0.5 -1.0 Kg.
	(i) Unloading (ii) Processing and Packing in Jute/BOPP/HDPE/Cloth Bags/Poly pouch- Size 40 KG/35 KG./30 KG/25 KG/20 KG/16 KG/10 KG/8 KG/4 KG/2KG/1 KG/500 Gms (iii) Segregation of seed, if required (iv) Fumigation and spray and other all works in order to maintain quality of seed. (v) Bundling of gunny bags.  ( Above all works detailed in NIT's page No. 16 to 18)						
		ON ACTUAL QUANTITY BASIS (Rs. per qtl.)					
2	SEED STORAGE	Groundnut & Coriander i.e. bulky items , as per weight by volume			Wheat, Gram, Cumin, Soyabean, Arhar, Til, Onion, Guar, Moong, Urd, Sorghum, Lucern & other crop seed		
	Warehousing: Storage charges per quintal of seed per month (Stock on the Last Day of the Month) for actual stored quantity. (Insurance of stock shall be arranged by NSCL and insurance charges will be borne by the Custom Processor cum warehouse provider.)						

Note :-

- a. Cleaning and sweeping of plant and godown will not be paid by NATIONAL SEEDS CORPORATION LTD and it is the responsibility of the Custom Processor/ Contractor

- to engage labours for this operation and also providing one Peon for Certification and NATIONAL SEEDS CORPORATION LTD office. This is the responsibility of the Custom Processor/Contractor and no separate payment will be made for such services.
- b. For printing of crops and varieties, MRP at the time of advance tagging and for printing of gunny bags and cloth bags at the time of first grading will not be paid separately and it is the responsibility of the Custom Processor/ Contractor to provide labours for this work. The material like ink, stencil, Slips, etc should also be provided by Custom Processor/ Contractor.
  - c. Printing/ stamping of truthful labels and tags is the responsibility of the Custom Processor/ Contractor and the labour charges for this are included in the processing contract rate and no separate charges will be paid for this work to the Custom Processor/ Contractor. Truthful labels shall be supplied by NATIONAL SEEDS CORPORATION LTD.
  - d. Printing on bags should be either stencil printing or screen printing. Hand writing on bags should not be allowed.

I have read all the terms and conditions of this processing contract and I am offering these rates for custom processing with full knowledge of processing operations in plants.

Signature of Custom Processor cum  
 Warehousing Provider \_\_\_\_\_  
 Name of Custom Processor cum Warehousing  
 Provider \_\_\_\_\_  
 Seal of Custom Processor cum Warehousing  
 Provider

\_\_\_\_\_

Location: \_\_\_\_\_

Date : \_\_\_\_\_

## Section- VI

### The Custom Processor/his Contractor has to maintain all the necessary records required by labour commissioner and the contract Rules and Regulations Act :

All these formalities must be fulfilled by the Custom Processor/ Contractor before raising monthly payment to Regional Manager's Office.

#### i. AGREEMENT (FORMAT FOR CUSTOM PROCESSOR CUM WAREHOUSING)

This agreement is made on this dated..... between the National Seeds Corporation Ltd, A Govt. of India Company, (Regional Office, Gandhinagar, Gujarat) incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, Pusa Complex, 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 "Custom Processor and Warehouse provider" which expression shall include unless excluded by or repugnant to context be deemed to include its successors and assigns) of the second party.

WHEREAS the corporation and the custom processor cum warehouse provider have agreed to all the terms and condition as contained in section-II, III & IV & Other conditions of tender document 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 Chairmen-Cum-Managing Director of the corporation and in the absence of CMD, 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 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 One Lakh the arbitrator shall make a speaking award as per provisions of arbitrator 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 arbitration of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the govt. of India, In charge of the Bureau of Public Enterprises. The arbitration 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 whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitration. No amendment or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

The terms & conditions for custom processing and warehousing works are the part of this agreement. IN THE WHEREOF both the parties have here to subscribe their signature on the date and year herein written through authorized representatives.

For and on behalf of the custom processor

For and on behalf of the

M/s-----

National Seeds Corporation Ltd.  
Regional Manager NSC Gandhinagar

In-Charge Production Section  
RO Gandhinagar

Area Manager / I/c Prodn. Centre/ NSC\_\_\_\_\_

Witness :

1.

2

## BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this \_\_\_\_\_ date of 2020 by \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the National Seeds Corporation Ltd., B-116-118, Swagat Rainforest-2, Koba highway, Kudasan, Gandhinagar (hereinafter called "Corporation" which expression includes its successors \_\_\_\_\_ and assigns at the request \_\_\_\_\_ of M/s. \_\_\_\_\_ (herein after called the "Custom Processor & Warehouse provider")

WHEREAS the Custom Processor & Warehouse provider had tendered in respect of Tender No. \_\_\_\_\_ issued by the Corporation.

WHEREAS the tender of the Custom Processor & Warehouse provider has been accepted and in consequence thereof the Corporation had placed a Job Order for \_\_\_\_\_ mentioned in the Job Order No. \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS the Custom Processor & Warehouse provider is required to deposit security with the Corporation to the extent of an amount of Rs. \_\_\_\_\_ as equal to the value of the produce stored in the godown of Custom Processor & Warehouse provider on the basis of MSP or advance money given to the farmers for the stored quantity of Raw / Graded seed by the Corporation to the Custom Processor & Warehouse provider, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the purchase order and the Corporation declares that supplier has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the supplier.

2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above

and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on the bank.

3. The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be enforceable against the bank.

4. This guarantee shall remain in full operation up to ----- from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the Organizer or the bank shall not discharge the liability of the bank hereunder.

- Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs.\_\_\_\_\_. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1.

2.

- Here fill the name of Bank with address.
- Here fill the name and address of the supplier.
- Here fill the name of the material for which order has been placed.

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