

# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: BANGALORE

(CIN NO: U 74899 DL 1963 GOI 003913)



## TERMS & CONDITIONS OF E- TENDER CONTRACT FOR DISPOSAL OF CERTIFIED SEEDS AS NON SEED TENDER SHOULD BE SUBMITTED IN ONLINE ONLY

DATE/ TIME OF DOWNLOADING THE TENDER	: 16.02.2018 /13.30 Hrs
DATE / TIME OF CLOSING OF TENDER	: 22.02.2018 / 15.00 Hrs.
OPENING OF TENDER (TECHNICAL BID)	: 22.02.2018 / 15.30 Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (AFTER EVALUATION OF TECHNICAL BID)
COST OF TENDER FORM (Non refundable)	: Rs.500/-

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# National Seeds Corporation Limited

(A Government of India Undertaking)

REGIONAL OFFICE BANGALORE

UAS CAMPUS HEBBAL

BANGALORE 560024

## **NOTICE INVITING E-TENDER**

No. 4(2)Mktg / NSC-BNG/2017-18/

Dated: 12.02.18

National Seeds Corporation Limited, Regional office, Bangalore invite tenders through e-tendering for sale of certified seeds as non seed under Clearance sale.

<b>Particulars</b>	<b>Details</b>
Name of the tender	Sale of Certified Seeds as NON Seed
Quantity for sale	29714.36 qtls
Location of seed available	Area Offices : Hassan / Bellary / Haveri / Davangere / Dharwad / Mysore / Raichur/Chikballapur
Date of issue of NIT	12.02.2018
Tender Document Download Start Date/time from <b>website <a href="https://indiaseeds.eproc.in">https://indiaseeds.eproc.in</a></b>	16.02.2018 (13.00 Hrs.)
Tender Document Download End Date/time	22.02.2018 (Till 15.00 Hrs.)
Date and time for submission of online bid	From 16.02.2018 to 22.08.2018 Till 15.00 Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Bangalore	22.02.2018 at 15.30 Hrs.
Tender Fee (To be deposited online)	Rs.500 ( Five Hundred only)
EMD (To be deposited online)	
Bellary	Rs.5.00 lakhs.
Raichur	Rs.2.50 lakhs
Dharwad	Rs.2.00 lakhs
Chikballapur	Rs.1.50 lakhs
Haveri	Rs.1.00 lakhs
Mysore	Rs.0.50 lakhs
Hassan	Rs.0.50 lakhs
Address for Communication	National Seeds Corporation Limited Regional office UAS Campus - Hebbal Bangalore 560024
Clarification required if any the Contact Person is I/C Marketing during working days from 13.00 Hrs. on 16.02.2018 onwards to 15.00 Hrs. on 22.02.2018	Incharge Marketing <i>Email:nsc.bng.mktg@gmail.com</i> <i>Ph.080-23415816 / 23416824</i> <i>Mobile 9449886656</i>

1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
2. The successful tenderers should remit 10 % of the total value as security deposit, by adjusting the EMD already deposited.
3. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

Regional Manager

# **PART – A.**

# NATIONAL SEEDS CORPORATION LIMITED - BANGALORE

## SECTION-I

### INSTRUCTIONS TO THE TENDERES / BIDDER - ONLINE MODE

**DEFINITIONS:** C1 India Private Limited: Service provider to provide the e-Tendering Software.

**NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited ("NSCL") Introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

#### (1). ACCESSING / PURCHASING OF BID DOCUMENTS:

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. facilitates for procurement of Class-III DSC's. DSC Procurement request may be sent to [jatin.kalra@c1india.com](mailto:jatin.kalra@c1india.com) for more details during NSCL working days.

To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>), to have a User ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs.3416/-inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com) to Helpdesk for their profile activation. The account will be activated within 24 working Hours. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.

To participate in bidding, bidders have to pay Tender Processing Fee of Rs.570/-inclusive of all taxes (Non-refundable) through online mode (Internet banking/Debit card/Credit card).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.

NSCL Global Support E-Mail Id: [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com)

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

(2). PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload /resubmit digitally signed modified bid. For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(4). OENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

(5). DISCLAIMER:

The vender must read all the instruction in the RFP and submit the same accordingly.

# PART – B

# NATIONAL SEEDS CORPORATION LIMITED - BANGALORE

## INSTRUCTIONS TO THE TENDERES / 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 tender document.

**Tender Fee (Non-Refundable):** Tender fee Rs 500/- (Rupees Five Hundred only) must be deposited in online mode only (As per instruction in Section-I).

**Earnest Money Deposit (Refundable):** EMD amount is detailed below:

Area Offices	EMD amount
Bellary	Rs.5.00 lakhs.
Raichur	Rs.2.50 lakhs
Dharwad	Rs.2.00 lakhs
Chikballapur	Rs.1.50 lakhs
Haveri	Rs.1.00 lakhs
Mysore	Rs.0.50 lakhs
Hassan	Rs.0.50 lakhs

must be deposited before due in online mode only (As per instruction in Section-I). Exemption of EMD for Indian Manufactures which are registered with NSIC under Single point registration scheme, Indian manufactures / suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme are exempted from payment of EMD provided to furnish photocopy of valid registration with NSIC under the single point registration scheme for the quoted stores in support if claim along with their requested letter. This facility will, however, not be provided to those small-scale units who are registered under the old registration scheme which was extended up to 30<sup>th</sup> June 1981 only. (Registration certificate to be attached.)

**Eligibility Criteria:** Any traders having valid Grain/ Oil Seeds Merchants Licence/ TIN / VAT/GST Number.

**Submission of Offer:** Offer must be submitted in prescribed tender input form in Online Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

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

**AWARD OF CONTRACT:** The technical bid will open first and based on the purchase/sale committee will scrutinise the bid submitted and evolve the successful bidder for financial bid. Purchase/sale 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:** NSC reserves the right to cancel the contract at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm.

## **NATIONAL SEEDS CORPORATION LIMITED - BANGALORE**

National seeds Corporation Limited (NSC) Regional office Bangalore desires to sale Certified seeds as Non seed mentioned as detailed below, on the following terms and conditions.

<b>S.No</b>	<b>Area Offices</b>	<b>Crop</b>	<b>Qty in qtls</b>
1	Bellary	Red Gram	1190.90
		Bengal Gram	12904.82
2	Raichur	Red Gram	1518.30
		Bengal Gram	4717.80
		Black Gram	332.56
3	Dharwad	Bengal Gram	3734.30
		Black Gram	357.26
4	Chikballapur	Red Gram	94.02
		Bengal Gram	2311.00
5	Haveri	Bengal Gram	2072.00
6	Hassan	Bengal Gram	342.60
7	Mysore	Bengal Gram	138.80

### **TERMS AND CONDITION FOR SALE OF PRODUCE / NON SEED THROUGH E-TENDER**

1. The produce/ non seed offered for sale through E-Tender is strictly on “**AS IT IS, WHERE IT IS BASIS**”. The Regional Manager reserves the right to include or exclude any quantity of any produce/ non seed before the commencement of the E-Tender.
2. The price offered in the E-Tender will be exclusive of the cost of packing materials. All kind of taxes and any other charges i.e. Mandi / Market fees, sales tax etc. if any leviable by any authority will be borne by the buyer in addition to the price offered. The arrangements for lifting the seeds will be made by the Tenderer at his own cost. The cost of removing tags, labels, seals & defacing of bags will be borne by the Tenderer .The stocks shall be supplied only after removing tags, labels, seals etc in open condition. If tenderer wants to lift the material with bag, he should deposit Rs.6.04/- per bag (Cloth Bags 4-5 kg capacity), Rs.13.32/- per bag

- (HDPE bags 20-40 kg capacity) and after returning the bag in good condition the same will be refunded otherwise this amount will be forfeited.
3. The decision about acceptance/rejection of highest bid will be announced on the day of E-Tender itself and the Successful Bidder will have to deposit 10% of the Order value within 7 days of the receipt of the order by RTGS in NSC's Account.
  4. The Regional Manager will have no responsibility for arranging transport, exports permit, wagons etc. The arrangement for gunny bags will also have to be made by the buyers. The Regional Manager will not incur any expenditure on gunny bags / packing material.
  5. Before participating in the E-Tender, EMD amount must be deposited before due in online mode only (As per instruction in Section-I).
  6. The successful bidder will have to deposit 10 % of amount of total value of sold produce/ non seed security deposit immediately after the announcement of the acceptance of bid. In the case of Tenderer will not deposit 10% amount within 7 days from the date of offer his EMD will be forfeited. In case the party deposited 10% amount but doesn't lift the quoted quantity by depositing the full cost within 15 days, his 10% value including any other deposited amount, if any, shall also be forfeited.
  7. 15 days will be allowed to lift the entire ordered quantity, after one month storage charges @ Rs.25/- per quintal per month / part of month will be charge provided the tenderer deposit the full cost of ordered or balance quantity. Lifting of seed shall be made from above stocking points after making 100% payment. Labor charges, if any on this account shall be borne by the purchaser.
  8. If due to certain unavoidable circumstances, it is not possible for RO to deliver the farm produce within the stipulated period, the RM can enhance the delivery period as may be necessary.
  9. If the produce/ non seed is not lifted within the said period, the RM reserves the right to re-sell the same at buyer risk and cost and the entire loss due to variation in selling price will be recovered from the purchaser along with other incidental charges if any.
  10. The produce/ non seed will be delivered during the working hours on all working days on submission of release order issued to the buyers after he had deposited the cost of produce/non seed Through RTGS.
  11. In case the buyer intends to take delivery of produce/non seed through his representative, he should submit a letter of authority duly authorizing his representative to lift the produce/ non seed on his behalf after deposition of required amount.
  12. The buyer will not enter into any indirect deals/transfers or assign the whole contract or part thereof, to any other party without the written approval of RM.
  13. GST if any shall be borne by the Tenderer.
  14. In case of treated seed the purchaser will have to submit a notarized affidavit on Non-Judicial stamp paper stating that purchaser will not use the material/ non seed for human/birds/animal/cattle's/poulties consumption before taking delivery of produce/ non seed failing which no delivery of sold produce/ non seed will be given to the purchaser.

15. NSC is selling the Gram as non-seed, therefore, tenderers have no right to submit the offer for specific variety. Even if he has submitted the offer for a specific variety, if it is not available at that location, the tenderer have to purchase / lift the other variety available at that location.

16. **CIRCUMSTANCES UNDER WHICH EMD / SD / ENTIRE DEPOSITED AMOUNT OF THE BIDDER IS LIABLE TO BE FORFEITED**

The Corporation may forfeit the EMD/SD/Entire deposit amount of the bidder under following circumstances subject to condition that due notices are serve to them.

- i. If the security deposit (10%) is not deposited by the bidder as per clause no.6 of the terms and condition.
- ii. If the entire 100% of amount of the total value of the produce/ non seed is not paid by the bidder as explained in clause no.7 of the terms and conditions.
- iii. If any bidder is found indulged in anti corporation activity or any notice of the appropriate authority of the State/ Center has been received showing the violation by the bidder in respect of statutory obligations.

17. **FORCE MAJEURE SITUATION:** The liability of the corporation, in case of wide spread natural calamity prevailing in a particular region where the go down is situated, because of unforeseen circumstances beyond the control of the Corporation (if circumstances is unforeseen, then, no question of notice) will be zero and the bidder will not have any right to claim any compensation from NSC. Similarly, if due to any curfew, strike, violence, epidemics and other unforeseen civil disturbance the market is not in operation, the trader will not be penalized by LD, go down rent of penal interest. However, the trader /RO both shall keep informed to each other about the situation through the registered letters with proper evidence. Without evidence for force majeure situation, both the parties are free to take action as per terms and condition regarding LD, interest, delivery etc.

18. **SETTLEMENT OF DISPUTES (ARBITRATION):-** Except where otherwise provided in the contract, if any dispute, difference, question or disagreement arises between the parties thereto or their respective representatives relating to the sale of commercial produce/ non seed hereinbefore mentioned and as to the quality of performance or timely delivery of produce / non seed or as to any other questions, claims, rights, matters or thing whatsoever in any way arising out of or relating to the e-tender, instructions, orders, or these condition, or otherwise concerning to the sale, terms & conditions, contract, execution, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment, thereof or otherwise shall, within one month of the arising of such question or dispute, which the related parties are unable to settle mutually may be referred to the sole arbitration to the Chairman-cum- Managing Director of NSC and if the CMD is unable or unwilling to act as the sole arbitrator some other persons appointed by the CMD, will act as such arbitrator. There will be no objection if the Arbitrator so appointed is an employee of NSC and that he had to deal with the matters to which this agreement relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute of difference. The award of the Arbitrator so appointed shall be final, conclusive, and binding on all parties to this contract.

19. Regional Manager reserves the right to accept or reject any or all the tender without assigning any reason whatsoever.

**TECHNICAL BID FOR PURCHASE OF CERTIFIED SEEDS AS NON SEED**

Name and address of the Bidder	Firm Registration No	TIN/VAT/GST No.	PAN No	Bank details	Mobile & Email Id
(1)	(2)	(3)	(4)	(5)	(6)

- 1) Photo copies for column no 2/3/4/5 enclosed.
- 2) **DECLARATION:** I/we understand that the Certified seeds are treated with poison and therefore I/we will not use for human consumption or cattle feed.
- 3) I/we have read and understood the terms and condition and I agree to abide by them.

Date

Signature of the Party  
With rubber stamp and full address

**COMMERCIAL /FINANCIAL BID**

(To be furnished by Tenderer)

**From:**


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**To:**

The Regional Manager,  
National Seeds Corporation Ltd,  
UAS Campus, Hebbal  
Bangalore

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

Ref: Your NIT Dt.----- for sale of Certified seeds as non-seed.

Sir,

With reference to your Tender Notice Dt. \_\_\_\_\_, I/We hereby give our most competitive rate for purchase of seeds in accordance with terms and conditions of the tender. I / We hereby quote our best rates as per details given below:-

S.No	Area Offices	Crop	Qty offered in qtls	Rate per quintal
1	Bellary	Red Gram		
		Bengal Gram		
2	Raichur	Red Gram		
		Bengal Gram		
		Black Gram		
3	Dharwad	Bengal Gram		
		Black Gram		
4	Chikballapur	Red Gram		
		Bengal Gram		
5	Haveri	Bengal Gram		
6	Hassan	Bengal Gram		
7	Mysore	Bengal Gram		

We shall abide by the terms and conditions governing the contract enclosed with the tender notice

Date:

Signature of the Party  
With rubber stamp and full address

Mobile no:

**DECLARATION**

(To be submitted along with the Quotation)

I / We do hereby declare that Gram (None-seed) as mentioned in the Tender Form will not be used for human, cattle, poultry or any other live stock consumption. It is also declared that the above Gram (None-seed) for which rates offered will not be utilized for seed purpose.

Signature \_\_\_\_\_

Name in Full \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(With Rubber Stamp)

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