

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE: CHANDIGARH

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF TENDER FOR SUPPLY OF **TEBUCONAZOLE 2% DS**

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY

DATE & TIME FOR RECEIPT OF BIDS

16.08.2018 UPTO 14.00 HR.

**DATE & TIME FOR OPENING OF TECHNICAL
& FINANCIAL BIDS**

16.08.2018 14.30 HR

COST OF TENDER FORM (Non refundable)

: **590/- (Including GST)**

Contact details:

0172-2214388, 0172-2215388

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
388, PHASE – IX, INDUSTRIAL AREA
MOHALI – 160 062
CIN No.: U74899DL1963GOI003913

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No. 5(15)/CPM/ENGG/NSC-CHD/2018-19

Date: 08-08-2018

NOTICE INVITING TENDER

E-tenders are invited in prescribed Tender Form from the government/ cooperative agencies (manufacturing pesticides), manufacturers (manufacturing formulated grade of quoted pesticide) and authorized distributors of manufacturers for formulated pesticide bearing BIS mark. NSC intends to purchase BIS marked pesticide as per Insecticide Rule 1971. However, parties manufacturing pesticides conforming to the latest BIS specification can also submit bids. First preference for buying shall be given to BIS marked agrochemicals if party is willing to supply at L-1rate. In case the BIS specifications are not prescribed for formulated pesticide, the manufacturers of such non-BIS pesticide can also quote the rate after meeting certain conditions of the tender.

S. No.	Name of Agrochemical	Unit	Total Qty. (No.)	Packing Size	EMD Rs.
1	Tebuconazole 2% DS	Nos.	250000	40 Gram Pouch	1.50 Lakh
			50000	20 Gram Pouch	

Note:-F.O.R. Unit Price Rates with GST must be quoted per pack/pouch basis in the price bid.

The above requirement of Fungicide is tentative, it may increase, decrease which will depend upon crop situation/seed production. The cost of tender document (non-refundable) for Rs. 590/- and amount of EMD can be paid through Online/RTGS/DD payment can be done through our portal <https://indiaseeds.eproc.in>.

The tender document containing Tender Forms, Specification, terms and conditions, destinations etc. can be seen and downloaded from our portal <https://indiaseeds.eproc.in>. Tender document can also be downloaded from NSC's website: <http://www.indiaseeds.com> or Central Procurement Portal www.eprocure.gov.in also.

A bid without payment of Tender cost is liable for rejection. However, MSEs registered with NSIC are exempted from payment of cost of tender document subject to furnishing valid documentary proof in support of claim along with their request letter and declaration of Udyog Aadhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefit as per PP policy for MSME's order 2012. Bidder has to submit the tender online following the instructions appearing on the screen/NIT on the portal <https://indiaseeds.eproc.in>.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website/e-portal.

Last date and time for receipt of Bids:
Date & Time of Opening of Bids:

Up to 14.00 hrs on 16.08.2018
At 14:30 hrs on 16.08.2018

Regional Manager

PART-A

**NATIONAL SEEDS CORPORATION LTD.
SPECIFICATIONS**

**TECHNICAL SPECIFICATIONS MENTIONING ALL TECHNICAL DETAILS AS PER
LATEST BIS STANDARD SHOULD BE ACCOMPANIED WITH**

- a) Self Attested photo copy of registration certificate of pesticides quoted, issued by the Secretary, Central Insecticides Board and Registration Committee, Directorate of Plant Protection Quarantine and Storage (Central Insecticide Cell) Faridabad.
- b) Self Attested photo copy of License for manufacturing all items for which quotations have been given with the validity up to 30.03.2019. Manufacturer/ Authorized distributor of manufacturer should submit with tender, manufacturing license of formulated grade of quoted fungicides and also declare the source of Technical i.e. name of Manufacturer of Technical from whom they are purchasing the technical for formulating the chemical for indigenous use along with attested photo copy of BIS (Bureau of Indian Standard) if available, CIB (Central Insecticide Board) and manufacturing license/ certificates of Technical.
- c) Self Attested photo copy of BIS Mark License valid up to 30.03.2019 (if issued).
- d) NSC intends to purchase BIS marked pesticides as per Insecticide Rule 1971. However, parties manufacturing pesticides conforming to the latest BIS specification can also submit bids. First preference for buying shall be given to BIS marked agrochemicals if party is willing to supply at L-1 rate.
- e) A certificate from one of the agriculture University to the effect that item for which quotation has been given has been evaluated by them and the efficacy and sprayability of formulated pesticide has been established on the basis of biological field test carried out for three years on various cereals, pulses, and oilseed crops etc. from Director of Research of the concerned Agriculture University. This will be applicable for products where no BIS specification has been laid down.
- f) Authority letter from the Principal in case of distributor.
- g) Documents in support of proprietary item.
- h) Self Attested photo copy of registration certificate duly quoted registration No. in case of Micro & Small Enterprises (MSEs) registered with NSIC under single point registration scheme and copy of Udyog Aadhar Memorandum (UAM) Number.
- i) The container shall bear legibly and indelibly the information as is necessary under the insecticides acts and rules.
- j) The cautionary notice worded as in insecticides Act, 1968, Insecticide rules 1971 & Insecticide (price stock display & submission of reports) order 1986 up to latest amendments.

SECTION - I

INSTRUCTIONS TO TENDERER

DEFINITIONS:

- a. C1 India Private Limited: Service provider to provide the e-Tendering Software.
- b. 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>.

I. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i. 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) to participate in e-tendering of NSCL.
- ii. C1 India Pvt. Ltd. Facilitates procurement of Class III DSC's. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days.
- iii. 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 Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- iv. After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi. The amendments/ clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- vii. To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through online mode through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- viii. To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 590/-** inclusive of all taxes (Non-refundable) through offline/online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).
- ix. 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 / MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- x. For helpdesk please contact E-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- (i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted online following the instructions appearing on the screen/NIT.
- (ii) Vendor can pay tender document fee Online through Internet Banking/ Debit Card/ Credit Card/ Demand Draft/RTGS.
- (iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) 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.
- (ii) 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.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.
- (ii) NSCL shall open documents of the Application received in electronic form. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid will be opened of the applicants. The date of opening of price bid will be notified later on.

V. DISCLAIMER

The Applicant must read all the instructions in the tender Document and submit the same accordingly.

INSTRUCTIONS TO TENDERER

1. ADVICE FOR TENDERERS: -The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.

2. ELIGIBILITY CRITERIA: -Tenderers who are interested to supply 50% of the tendered qty of any item are eligible for participation in the tender. But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity. The Tenderers may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years should be enclosed. The Tenderers should enclose a copy of current & previous year income tax return duly acknowledged by income –Tax Department. Other eligibility criteria will be applicable as per Section III Annexure B.

3. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary .Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

4. DEVIATION IN SPECIFICATION: -No deviation from the specification laid-down in part “A” will be accepted.

5. 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 and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part ‘B’ of the tender document as under:

i. 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, insurance, loading and unloading etc. The destinations are specified in Section-VI. The inspection, Verification and Testing charges will be borne by Supplier. In case of full truck load/part load F.O.R. Destination will mean delivery at NSC’s Godown at the destination station.

ii. It is understood and agreed by the tenderer that the prices charged for the item supplied/ to be supplied shall under no circumstances exceed the lowest price at which the supplier sells the item of identical description to any other person during the period of supply.

iii. If at any time during the said period, the supplier reduces the sale price of such item or sells such item to any other person at a price lower than the quoted & approved price, the supplier shall forthwith notify such reduction or sale to the purchaser and its Direct Demanding officers and the prices payable under the job order for the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. Further price reduction due to reduction of statutory levies will immediately be passed on to NATIONAL SEEDS CORPORATION LIMITED.

iv. Supplier should submit an affidavit in the following manner:-

I/ We certify that the items or description identical to the item supplied to the purchaser under the offer herein have not been sold by me/ us to any other person/ organization at the commencement of the rate contract/ during the period from _____ period of

the rate contract from _____ at a price lower than the price charged to the purchaser under the contract except for the quantity of _____ under sub-Para (iv) above, details of which are as follows :-

“Certified further that the prices charged do not exceed controlled prices if any as fixed by law for the items supplied.”

6. DELIVERY TERMS:

The time allowed for delivery will be the essence of the supply order. In case of delay in execution of the order, the Corporation may cancel the order without any compensation and or the supplier may be liable to penalty as mentioned below subject to a maximum of 15% and the same shall be recoverable either from the earnest money/security or from the pending bills of the supplier or from any other deposits/securities etc. lying with the Corporation or through a court of law, as the case may be. The decision of the Managing Director of the Corporation in this behalf shall be final and binding on the tenderer. In case the purchasing authority decided to accept a delayed supply, the supplier shall still remain liable to pay penalty for delay as mentioned here-under:-

Schedule of penalty on the value of undelivered

Material per week or part of the week.

i) 1st week	0.5%
ii) 2nd week	1.0%
iii) 3rd week	1.5%
iv) 4th week	2.0%
iv) subsequent weeks	2.0%

per week subject to maximum 15%.

7. SPECIFICATIONS:

- i) Tebuconazole 2% DS product is to be supplied duly IS-15159-2002 Specification with up to date amendments and packed in original pouch of 40/20 grams packing copy of registration of CIB&RC may be uploaded.
- ii) If the supplier belongs to FIM category under Section 9(3) & Section 9(4) of the Insecticides Act, 1968, he will have to attach a recent copy of attested affidavit from the manufacturer/ importer of technical grade material. He should attach authenticated copy of relevant certificate of registration from CIB&RC and manufacturing licence from concerned State Government.
- iii) Batch No. & Date of Manufacturing must be printed on the each pouch of the material.
- iv) Packing & Labeling is to conform to relevant provisions under the Insecticides Act. 1968 and the rules made there under.
- v). The firms who offer to supply Tebuconazole Fungicides/ manufactured by Units stationed out of Haryana must attach permission letter for sale/ stocking of the same from Agriculture Department, Haryana
- vi). Validity of the material is at least 2 year period left from the date of supply.
- vii). The supplier, other than the manufacturer, should clearly indicate the name of the manufacturing firm and attach a certificate of authority for supply.
- viii). Quantities mentioned in NIT / Schedule „B“ can be increased or decreased.
- ix) 100% supplies are to be completed within 7 days from the date of supply order.
- x) The delivery of material must be supplied within in 7 days after issue of supply order at Hissar and Karnal.**

8. PRE & POST DELIVERY TEST:

I) The inspection of the goods will be carried out by the authorized officer(s)/nominee(s) of the Corporation before dispatch and/or after receipt of material at destination(s) according to the terms mentioned in the purchase order. In case of pre-inspection, the inspection and test shall be arranged at the supplier's premises before the material is dispatched to the Corporation or after receipt of the material as may be decided in each case. A copy of the inspection/ test report in case where the inspection has been carried out prior to dispatch shall be attached by the supplier while forwarding Railway Receipt or Transport Receipt or the receipted Goods Challan as the case may be. The supplier shall be required to give at least one week notice to the purchasing authority to arrange the pre-dispatch inspection of the goods offered for dispatch on different occasions. In case the inspection team find on arrival at the supplier's premises that the material is not ready for inspection and the notice given by the supplier was infructuous, the expenditure incurred by the Corporation on arranging such inspection shall be recovered from the supplier. The Tenderer shall provide without any extra charge all material, tools, labour and assistance of every kind which the inspection officer may consider necessary for any test or examination of the goods which may be required to be made on the tenderer's premises and shall pay all cost of attendant thereon. In case of stores to be inspected at some other firm's premises the tenderer shall provide all facilities including testing appliances for making necessary test other than the special tests or independent tests. The tenderer shall also provide and deliver free of charge at such place as the aforesaid officer may direct such material as he may require for tests by any means. Further the aforesaid officer shall have the right to put all articles or material to such tests as he may think proper for the purpose of ascertaining whether the same are in accordance with the specifications of the order and sealed sample mentioned in the tender and to cut out or off or destroy a portion not exceeding 2% or quantity equal to that required for sampling according to norms laid down for the material for each delivery for such purpose. The quantity to cut or off or destroyed as aforesaid shall be replaced by the supplier free of charges.

II) The sample of the material will be drawn by NSC from the destination where the material supplied for testing from authorized lab. **The testing charges of the samples of the material will be borne by the suppliers.**

9. RETURN PARTICULARS:

The goods required to be inspected either prior to dispatch at the premises of supplier or after dispatched at the destination of NSC. In case material is not found as per the specification will not be accepted and shall be liable to be returned to the supplier at their risk and cost. The supplier shall draw bills/ invoices on the Corporation for full/ part supplies, as may be agreed to and the same shall be supported with the Railway Receipt/ Goods Receipt Note of Transport Company (which must be accredited with the Indian Bank Association) and a copy of the satisfactory inspection/ test performance report carried out by the Corporation's authorized officer(s)/ nominee(s) of the Corporation along with a copy of the cover note issued by the Insurance Company.

10. SYSTEM OF PAYMENT:

Unless otherwise agreed upon between the parties hereto, the payment for delivery of the items will be made by the supplier on or after 90 days from the date of dispatch of the material subject to the submission of the bills along with the relevant supporting documents to the NSC, such as quantity and quality certificates to be issued by the concerned consignees on the basis of actual quantity of the material received in good condition and satisfactory test result report of the laboratory.

11. PROGRESS REPORTS:

The supplier shall be bound from time to time to provide such reports pertaining to the progress of the supply of the item in such form as may be required by the purchaser who will have the right to depute any person for inspection of the supplier's premises.

12. INSPECTION AND REJECTION: In respect of supply orders pertaining to the supply of item in full or in part quantities, the inspection of the items will be done on the basis of the specifications/ particulars provided in the acceptance of tender/ supply order.

13. CONSEQUENCE OF REJECTIONS:

If on the item being rejected by the purchaser or the Inspector or the consignee at the destination, the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall then be at the liberty to :-

a) Allow the supplier to resubmit the items in replacement of these rejected within a specified period, the supplier bearing the cost of freight if any on such replacement without being entitled to any extra payment on that account.

Or

b) Purchase or authorize the purchase of quantity of the items rejected without notice to the supplier at his risk and cost and without affecting the supplier liability as regards the supply of any further quantity due under the job order.

c) Rescind the supply and purchase or authorize the purchase of items at the risk and cost of the supplier.

d) It is understood by the supplier that the Inspecting Authority decision as regards the rejection shall be final and binding on the supplier.

e) Where under the supply the price payable is fixed on FOR destination basis, the supplier shall if the items are rejected at destination by the consignee be liable to reimburse to the purchaser the freight paid in addition to his other liabilities.

14. REMOVAL AND REJECTION:

a) It is understood and agreed by the supplier that item submitted for inspection and rejected shall be removed by the supplier within 21 days of the date of receipt of the intimation of such rejection at his own cost.

b) The rejected items shall under all circumstances lie at risk and cost of the supplier from the moment of such rejection. If such items are not removed by the supplier within the aforesaid period of 21 days, the purchaser may either return the same to the supplier at the latter's risk and cost of dispose of such items on the supplier's account and at his cost. The purchaser however, shall be entitled to recover handling charges, ground rent, demurrage charges and other incidental expenses out of the proceeds of the said sale or from the supplier.

15. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:- Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms and conditions of the tendering firms have been rejected by the Corporation.

16. EARNEST MONEY: EMD to be remitted -

a) By means through online payment (RTGS/ NEFT)

b) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme: Indian manufacturers/suppliers who are Micro small Enterprises(MSE) and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted items in support of claim along with their request 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 30th June, 1981 only subject to furnish UAM number .

c) The public Sector Undertakings may deposit EMD in the form of FDR or Bank Guarantee issued by any Scheduled Commercial Bank for a term of 6 months.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'b' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE MSMEs NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE 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.

Any Tender not secured in accordance with para's above will be rejected by the purchaser as nonresponsive.

17. FORMAT AND SIGNING OF TENDER:

a) Tenderers are required to submit their 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. Each copy of the tender should be completed in all respect and should preferably be bound in one column. All pages of the tender and enclosures should be numbered sequentially and shall be signed by the Tenderer or a person or persons duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

b) All pages of the Tender except for un-amended printed literature shall be initialed by the person or persons signing the Tender with stamp.

c) The bid shall contain no interlineations erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

18. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall submit the bid online only before the due date and time of submission.

19. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer cannot modify or withdraw its tender after the tender's submission, but the modification or withdrawal can be done prior to the deadline prescribed for submission of tenders.

20. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

21. LATE TENDER: -Any Tender Received by the purchaser after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected.

22. OPENING OF TENDER: - The purchaser/Corporation will open the "Technical & Commercial bids on the date of opening of tender and "Price Bids" of tender only be opened based upon an examination of the documentary evidence submitted in technical & Commercial bid for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found in order, date of opening of Price bid will be informed separately.

23. 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.

24. 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. 38(a) or

ii) To furnish security deposit in accordance with clause no 38(b)or

iii) To furnish pre contract integrity pact in accordance with clause no 38(c)

25. 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" included in Section-II of Part 'B' of tender document i.e. General terms and conditions of the contract.

26. VALIDITY OF OFFER: The tenderer shall keep their offers open for acceptance for a period of 120 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.

27. AWARD CRITERIA: -Subject to Clause NO. 34, 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.

28. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: -The Purchaser/ Corporation reserve the right at the time of award of contract to increase or

decrease by up to 20-25% or even cancel the quantity of goods specified in the schedule of requirements without any change in price or other terms & conditions.

29. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- The Purchaser/Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.

30. NEGOTIATION: -There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

31. SPLITTING OF ORDERS: - The Purchaser /Corporation may decide to split the contract among two or more tenderers according to exigencies of the cases at L-1 rate.

32. PURCHASE PREFERENCE TO MSEs:- As per Public Procurement Policy for MSEs Order 2012.

33. CONTRACTS:

a) SIGNING OF CONTRACT:-The successful tenderers within 5 days from date of issue of the Job Order. Agreement, shall sign the contract. The terms and conditions contained in Section-II of Part 'B' 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 tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for contract shall be borne by the successful tenderer.

b) SECURITY MONEY: - The Successful Tenders within 10 days from date of issue of job order shall furnish the security money in accordance with the condition of the contract. The Security Money can be furnished @10 % of the value of the contract in shape of Demand Draft or in form of Bank Guarantee. Prescribed Performa for Bank Guarantee is given in Section IV of Tender Document. Such security deposit shall be for the due performance of the supplier. It is understood by the supplier that no claim shall lie against the purchaser in respect of interest on such security deposit or depreciation thereof. The purchaser shall be entitled and it shall be lawful on their part to forfeit the said security deposit as per the agreement in whole or in part in the event of any default, failure or neglect on the part of the supplier in the fulfillment or performance in all respects of the agreement under reference or any other agreement with the purchaser or any part therefore to the satisfaction of the purchaser and he shall also be entitled to deduct from the said deposit any loss or damage which the purchaser may suffer or be put to by reason or due to any act or other default or penalty recoverable by the purchaser from the supplier and in either of the events aforesaid to call upon the supplier to maintain the said security deposit at its original limits by making further deposits provided further that the purchaser shall be entitled to recover any such claims from any sum then due or which at any time thereafter may become due to the supplier under this or any other contract with the purchaser. In the event of the supplier failing to

make or to maintain a security deposit in the manner aforesaid, he shall be liable for the said default and any money lodged/ remitted with the tender by him shall be forfeited by the purchaser and the purchaser shall also be entitled to rescind the acceptance of the tender.

34. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS

(B) Successful Tenderers:

(i) The successful tenderers shall deposit the security money within 5 days from the date of issue of work order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in clause-3 of Section-II, Part 'B' of the tender document towards security for the due fulfillment of the conditions of the agreement.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

35. VALIDITY OF THE RATE CONTRACT: The validity of the agreement is up to 31.12.2018.If required the rate contract can be further extended on approved rates and conditions.

SECTION – II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. Transfer and subletting: -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

2. Indemnity:-The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf. The supplier shall also indemnify the corporation against any other legal claim which may be made in respect of the supply of said items under the rate contract

3. Signing of Agreement & Security deposit:-

The supplier shall within 5 days from the date of issue of contract furnish security deposit along with contract/agreement on **non-judicial stamp paper** with the Corporation to the extent of 10% of the agreed price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled Commercial Bank payable at Chandigarh in favor of National Seeds Corporation Ltd.,

OR

(B) By means of Bank guarantee as per prescribed Performa, enclosed under Section-IV of Part-B of the tender document, issued by any Scheduled Commercial Bank and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

4. Delivery: The supplier shall complete the supply at sites within stipulated period as mentioned in supply order. No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by the consignee shall be final for the purpose of calculating delivery period.

5. Changes in specifications:

a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

b) In case the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation/ purchaser, the supplier will be entitled to receive the payments at the rates fixed by the Corporation/ purchaser after taking into consideration and unsatisfactory quality of the material supplied and not rates mentioned in the job/purchase order.

6. Right to Terminate or Alter the purchase order against contract:

If at any time during contract on placement of order the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter the order by sending a notice of such intention to the supplier by hand through a responsible officer.

The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the raw materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the raw material already procured or may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.

7. Marking:

The supplier shall comply with the requirements of Indian Insecticide Act 1968 & rules up to latest amendment acts relating to merchandise and rules made there-under for marking of all the goods supplied.

8. Packing: The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Indian Insecticide Act 1968 & rules up to latest amendments.

9. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in place of delivery.

10. Warranty:

(a) The supplier warrants that the goods supplied under this contract shall be free from all defects and faults in material and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of item ordered and in full conformity with the agreed specifications and samples.

(b) The supplier shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the agreed prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

11. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ purchaser. Subject to Clause 14, if the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods.

Once the maximum is reached, the purchaser may consider termination of the contract.

The Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the

right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

12. Default & Risk purchase:-

a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/ CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

13. Force majeure:-

1. Notwithstanding the provisions of Clauses 12 & 13, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, in and to the extent that, its delay in performance or other failure to perform its obligations under the agreement is the result of an event of Force majeure.

2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not forceable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14. Terms of payments:

a) All invoices shall be prepared in quadruplicate in the name of name of National Seeds Corpn. Ltd. (Delivery Destination) mentioned in the Supply Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

"The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice". Invoice should have GST No. printed on them (If applicable), In the Tax invoice, cost and Tax, amount shall be mentioned separately, in case sale tax claimed and bear a certificate as per clause no. 10 above.

Invoice to be sent in duplicate to concerned consignees and two copies to NSC, Mohali/Chandigarh.

b) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against proof of delivery of the material at destination subject to the submission of the bills along with the relevant supporting documents to the NSC, such as quantity and quality certificates to be issued by the concerned consignees on the basis of actual quantity of the material received in good condition and satisfactory test result report of the laboratory and small Scale ancillary unit having single point registration certificate issued by MSME's registered with NSIC shall be paid 95% of the invoice value through RTGS after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc on pro-rata basis or as decided by the Corpn. The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B"

Section III.

Balance 10% or 5% of the invoice value, as may be applicable shall be paid on completion of satisfactory execution of supply order & receipt of satisfactory report in respect of Quality & Quantity etc. observed / noted during use from all respective destinations after making necessary deduction if any.

15. 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 shall be referred to the arbitration or a single 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. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provision of Arbitration & Reconciliation 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 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.

16. Refund of Security Deposit:

The Security Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the supplier's performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the supply or relating thereto or arising there from against NSC.

17. Corrupt Gifts & Payments of Commission: Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

18. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on **Rs100 non judicial stamp paper**. Same is to be placed in the "Technical & Commercial Bid "

SECTION-III
T E N D E R F O R M

FROM.....
.....
.....

To,
Regional Manager
National Seeds Corporation Ltd
Mohali / Chandigarh.

Sir,

i) I/We _____
_____ have read the tender documents as issued by National Seeds Corporation. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

ii. I /We agree to keep the offer open for acceptance for a period of 120 days from the date of tender opening.

iii. I /We also agree to extend the validity of this rate contract for a further period of three months or more with mutual consent if required on the same rates, terms and conditions for additional quantities likely to be required during the period.

iv. I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period as specified in the contract/purchase order. I offer to supply the Tebuconazole 2% DS Qty. _____.

Bank draft No. _____ dated _____ for Rs. _____ (Rupees _____) drawn in the name of National Seeds Corporation, Mohali Chandigarh towards payment of the earnest money is enclosed.

OR

We are a small scale unit registered with N S I C under ministry of MSME for Tebuconazole 2% DS under single point registration scheme after 30.6.18 (photocopy of registration certificate is enclosed). Our Registration No. is _____

v. I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

a) I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 120 days from the date of tender opening.

b) I/we do not execute the contract documents/agreement within the stipulated period after acceptance of my/our tender is intimated to me/us.

vi. I/We also understand that until a formal rate contract/ agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____

vii. I/ We have read the arbitration clause in Section-I & II of part 'B' of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under this agreement clause.

viii. Income tax PAN No :- (a copy is enclosed herewith).

- ix. GST Registration no:-(a copy is enclosed herewith).
- x. Company profile in the prescribed proforma given in Annexure- B of Section III of part “B” of Tender Document and duly signed & stamped specification for the items of Part “A” and the terms and conditions of Section I & II of Part “B” contained in the Tender document is attached
- xi. Rates are quoted in the prescribed format given in Annexure “A” of Section III of Part B of Tender document
- xii. I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid and the firm is found suitable during spot verification by NSC’s officers.
- xiii. I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

Phone No: - -----

Mobile No.-----

E mail. _____

SEAL

SECTION-III

Annexure-A

FORM FOR PRICE BID

To
Regional Manager
National Seeds Corporation Ltd.,
Mohali/ Chandigarh

FROM.....
.....
.....
.....

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. -----
-
for the item namely _____ for qty(in No) -----respectively.
Our rates for the aforesaid item &Qty according to the specification, Terms & Conditions are as under:

FORM FOR PRICE BID

S. No.	Item	Packing Size (Gram)	FOR per packet price including loading; unloading, insurance, packing handling transport charges etc. in Rs. (without GST)	GST in Rs.	Total F.O.R. per packet price inclusive of GST in Rs. (4+5)	Remarks
1	2	3	4	5	6	7
1	Tebuconazole	40 Gram				
2	2% DS	20 Gram				

* GST % applicable should be mentioned separately as attachment

We agree to the terms and conditions specified in the tender No..... It is certified that the price quoted is reasonable and not higher than the price usually charged for item of the same nature to the other purchasers.

Thanking you,

Place: -----

Date: -----

Signature: -----

Name of Authorized Signatory: -----

Address:-----

Phone No: - -----

Mobile No. -----

SEAL

NOTE: Our rates are F.O.R door delivery at NSC's Godown destinations.

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To
Regional Manager,
National Seeds Corporation Ltd.,
Mohali/Chandigarh

FROM.....
.....
.....
.....

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/partnership/Pvt. Ltd. company/society/Ltd.etc. with its Registration No.	Names& contact no. of Proprietor's/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2.Details of the Past Experience for manufacturing and or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

S. No.	Name of the Govt. Agency/Govt. Deptt./Company	Year of supply	Items Supplied	Quantity & Amount

3. Capabilities with respect to personnel, equipment and manufacturing facilities with details:

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of machines/equipments with full details per day Capacity (Item Quoted).

Attached Consent Letter from Concerned Firm in case of Hired Facility.

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average Annual turnover in last three years should not be less than three times of quoted value of offer: However in case of MSEs average annual turnover for last three years should not be less than quoted value of offer.

Financial year	Annual Turnover (Rs. In Lakh)	Annual Profit/ loss (Rs. In Lakh)	Remarks

5 Registration::

GST NO	

6. Income tax Details::

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

7. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

8. MSME registration details:

(a) With NSIC

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

(b) With Other Authorities.

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

9 EMD

Banker's Name	Draft no.	Amount (in Rs.)

10. A self-undertaking on Rs 100/- **Non judicial stamp paper** stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexureA-1.

11.A self-undertaking or Affidavit on Rs 100/- **Non judicial stamp paper** that Price Charged for stores /Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure A-2.

12. Evidence of Access of Finance Required (With Valid Proof):-

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

Phone No: - -----

Mobile No. -----

-

SEAL

Note: -All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION-III

Annexure-A-1

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: _____

SECTION-III

Annexure-A-2

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: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership if proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous year.
7. Copy of GST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
11. MSE registered with NSIC, Other Authorities Certificate with proper validity for quoted item along with UAM Number .
12. Other document if any in support of the tender.
13. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
14. Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Sami Govt. Organizations.
15. Balance Sheet for last Three years.
17. Av. Annual Turn Over for last three years of the firm should not be less than Three times of quoted value of the Offer. In case of MSEs. Av. Annual Turn Over for the last three years should not be less than the quoted value of the Offer.
18. Evidence of access to financial resources.

Note: -Above documents are essential for responsiveness of Bid , In absence of any above document , Bid may be considered Non Responsive .

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____ date of 2018 by _____ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the National Seeds Corporation Ltd., Mohali – Chandigarh (hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s. _____ (herein after called the "supplier")

WHEREAS the supplier had tendered in respect of Tender No. _____ issued by the Corporation.

WHEREAS the tender of the supplier has been accepted and in consequence thereof the Corporation had placed contract/ agreement for _____ items mentioned in the contract No. _____ dated _____.

AND WHEREAS the supplier is required to deposit security with the Corporation to the extent of an amount of Rs. _____ value of the aforesaid contract placed by the Corporation on the supplier, 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 endorse- able against the bank.

4. This guarantee shall remain in full operation up to 12 months 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 supplier or the bank shall not discharge the liability of the bank hereunder.

1.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.

SECTION-VI

DESPATCH DESTINATION

Agro chemicals shall be supplied to the following locations of NSC on the F.O.R. Basis (Door delivery at NSC's godown).

LIST AND ADDRESSES OF F.O.R. DESTINATION

S. No.	Address	F.O.R. Destination	Contact No.
1	Area Manager, National Seeds Corporation Limited, Plot No. 425-426, Sector-3 (Extn.) NSC Chowk, Karnal - 132001	Karnal	9017126127/ 9813339609
2	Area Manager, National Seeds Corporation Limited, 10 KM Sirsa Road Hissar 125 001	Hissar	9996901616