

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Beej Bhavan, Pusa Complex
New Delhi-110012



TENDER DOCUMENT
FOR
SUPPLY OF GERMINATION TOWEL PAPER

LAST DATE FOR THE SALE OF TENDER : 02.07.2014 BY 16.00 HRS
LAST DATE FOR THE RECEIPT OF TENDER : 03.07.2014 BY 14.30 HRS
DATE OF OPENING TENDER : 03.07.2014 BY 15.00 HRS



नेशनल सीड्स
कारपोरेशन लिमिटेड
(भारत सरकार का उपक्रम)
बीज भवन, पुसा परिसर
नई दिल्ली-110 012 (भारत)

**NATIONAL SEEDS
CORPORATION LTD.**
(A Government of India Undertaking)
BEEJ BHAWAN, PUSA COMPLEX
NEW DELHI-110 012 (INDIA)

NOTICE INVITING TENDER

National Seeds Corporation Ltd. , Beej Bhawan , Pusa Complex , New Delhi-110 012 invites tender under two bid system in the prescribed tender form from the reputed manufacturers or their authorized dealers for the procurement of germination towel paper:

- i. Specification of the germination towel paper with terms & conditions of the tender are available in tender documents and in NSC [website i.e. www.indiaseeds.com](http://www.indiaseeds.com)
- ii. Tenders will be accepted only on prescribed tender form which can be obtained from the Office of **DGM(QC), National Seeds Corporation Ltd., New Delhi** in person by paying non-refundable amount of Rs. 500/- by demand draft drawn in favour of National Seeds Corporation Ltd., New Delhi on any working day till **02.07.2014 at 16:00 Hrs.** or the same (tender form) can be downloaded from NSC website. These firms have to pay the tender cost of Rs.500/- by demand draft as mentioned above along with the tender failing which the tender will be rejected straightaway.
- iii. SSI units under MSME (Micro, Small or Medium Enterprise) registered with District Industries Centre (Govt. of India), NSIC for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnishing documentary proof in support of their claim along with their request.
- iv. All the firms except those registered with Central Purchase Organization, NSIC/SSI have to deposit Earnest Money /Bid security in the shape of Bank Draft drawn in favour of National Seeds Corporation Ltd., New Delhi. The firms registered with the above have to submit a copy of valid registration certificate with the tender document, failing which the tender will not be accepted.
- v. **Tenders complete in all respect are to be submitted along with other supportive documents in a sealed envelope super scribing, "Tender for the supply of germination towel paper". The sealed envelope(s) should be deposited in the Tender Box kept at NSC, Beej Bhawan, Pusa Complex , New Delhi, or may be sent by Registered Post/Speed Post addressed to The Dir(C), NSC , Beej Bhawan, Pusa Complex, New Delhi-110012 so as to reach on or before 14:30 hrs on 03.07.2014.** There will be two bid systems for the said item. The Technical bids will be opened **on the same day i.e. on 03.07.2014 at 15:00 hrs** in presence of the bidder or his authorized representative and the financial bid/bids on the date and time which will be informed in advance to the all concerned.
- vi. **The incomplete tender in any respect, without EMD, signed tender documents, received after the due date & time, will be rejected and no correspondence in this regard will be entertained.**
- vii. **The amendment if any will be notified only on the website of NSC and not through the press.**

Chairman cum Managing Director, NSC reserves the right to reject any or all tender(s) without assigning any reasons.

(Ayisha P.P.)
Dy. General Manager (QC)

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SECTION - I

INSTRUCTIONS TO TENDERERS AND GENERAL TERMS AND CONDITIONS OF TENDER

1. INVITATION OF OFFER:

- 1.1 Sealed tenders (in Two Bid System) are invited for Supply of **GERMINATION TOWEL PAPER**.

ELIGIBILITY CRITERIA :

- 1.2 Manufacturers or Authorized Dealers with proper authorization are eligible. .
- 1.3 Tender should be submitted in Two Bid System in sealed Envelope super scribing "**TENDER FOR SUPPLY OF GERMINATION TOWEL PAPER**" on or before **03.07.2014 up to 14.30 hrs.** in the office of **NATIONAL SEEDS CORPORATION LIMITED, BEEJ BHAWAN, PUSA COMPLEX, NEW DELHI-110012.** The tender will be opened on the same day at **15.00 Hrs.** (Envelope No. 1 only) in the presence of tenderers/tenderer's representative present at the time of opening.
- 1.4 Offers sent by post should be sent by Registered post with acknowledgement due. Sealed offers submitted by hand delivery should be delivered to Quality Control Division, NSC, New Delhi-110012 by obtaining acknowledgement. Cable/Fax tenders will not be accepted.

2. TWO BID SYSTEM:

- 2.1 Two Independent Sealed Envelopes should be prepared as detailed below.
- 2.2 **ENVELOPE NO. 1 (SEALED):**
This Envelope should be marked as "**ENVELOPE No.1 -TECHNICAL BID FOR SUPPLY OF GERMINATION TOWEL PAPER**" and should contain following papers with covering letter on letter head (Tenderer should invariably mention their Name, Address etc. on left hand side of Envelope for clear identification).
- a. EMD as detailed in Section-I Sr. No. 10.1
- b. Tender form as detailed in Annexure I along with form for Technical Bid and necessary documents as mentioned in Annexure II. The copies of VAT, CST and PAN Nos. must be attached else the tender may be rejected.
- c. Ten samples of germination paper as specified in Section- II should be submitted in separate or same envelope with Specification, Tenderer's Seal and Signature otherwise tender may be rejected. Samples once submitted will not be returned. .
- 2.3 **ENVELOPE NO. 2 (SEALED):**
This Envelope should be marked as "**ENVELOPE NO. 2 - FINANCIAL BID FOR SUPPLY OF GERMINATION TOWEL PAPER**" and should contain form for Financial Bid given in Annexure III (Tenderer should invariably mention their Name, Address, etc. on left hand side of Envelope for clear identification).

- 2.4 Both the Envelopes should be enclosed in one big sealed Envelope superscribing **"TENDER FOR SUPPLY OF GERMINATION TOWEL PAPER"**.
- 2.5 Tenderers must affix seal and put address on each Envelope.

IMPORTANT :

- 2.6 If relevant papers / documents are not found in respective envelopes or even if Financial Bid is found in Envelope No. 1, then also the Tender will be considered as non eligible.

3. TENDER OPENING (ENVELOPE NO. 1 i.e, TECHNICAL BID):

- 3.1 On the day of Tender opening, only the Envelope No. 1 i.e. Technical Bid will be opened and Envelope No. 2 i.e. Financial Bid (Rate Schedule) will not be opened on that day.

4. REJECTION OF TENDER:

- 4.1 If the tender is not submitted in **TWO BID** system & if relevant papers / documents are not found in respective Envelopes or even if Financial Bid is found in Envelope No. 1, then also the Tender will be considered as non eligible.
- 4.2 Any party not fulfilling the conditions of Technical Bid (in Envelope No. 1) shall be out rightly rejected.
- 4.3 Offers with alternatives to the specification given in the tender will be out rightly rejected.
- 4.4 Financial Bid (Envelope No.2) of the party which is not found eligible shall not be opened.
- 4.5 No erasure or alteration is permitted in the documents submitted by Tender Parties (either in Envelope No.1 or 2), any such erasure or alteration if done, should be countersigned, failing which tender is liable for rejection.
- 4.6 The Tender analysis will be done in due course of time and technically and commercially eligible parties i.e. who fulfill the conditions required by NSC will only be eligible for being considered for the competitive bidding and shall be informed accordingly after the analysis.

5. OPENING OF ENVELOPE NO. 2 i.e. FINANCIAL BID:

- 5.1 The Envelope No. 2 i.e. Financial Bid of all eligible parties will be opened on suitable date. The eligible parties will be informed in advance for the same.

6. PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN (VALIDITY OF TENDER):

6.1 The tenderer shall keep the offer open for **acceptance for a period of 45 days from the date of opening of the tender (Envelope No. 1)**. In case the last date happens to be a holiday, offer shall remain open for acceptance till the next working day.

7. PRICE NEGOTIATION :

7.1 Price negotiations may not be conducted and the tender shall be finalized on tender lowest rates. However, the rights for accepting the tender lowest rates are reserved by NSC and if the tender lowest rates are not acceptable the price negotiations may be conducted by Competent Authority.

8. RETENDER:

8.1 The Item shall be re-tendered under the situation that during evaluation of tender (Envelope No.1) the no. of eligible tender parties found are less than two. However, if Competent Authority thinks that the item is required urgently, one eligible tender can be considered.

8.2 The item shall also be re-tendered when the lowest rate received in the tender is not acceptable to NSC.

8.3 Extension of Tender shall be considered, keeping in view the no. of tenders received up to due date.

9. CLARIFICATION REQUIRED BY TENDERER:

9.1 Any clarifications required in connection with the tender or contract may be obtained from Quality Control Division, NSC, New Delhi-110012 before submission of their offer.

10. ERNEST MONEY DEPOSIT

10.1 Earnest Money: Tenderers are required to **deposit 2% of the bid value subject to a maximum of Rs.15,000/- (Rs. Fifteen Thousand only)** by means of attaching a Demand Draft (of Scheduled Bank/Nationalized Bank only) payable at New Delhi/Delhi in favour of National Seeds Corporation Ltd. **CHEQUE WILL NOT BE ACCEPTED. EMD shall be enclosed in the Envelope No. 1.**

10.2 **Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme Indian manufacturers/suppliers who are small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit as well as entitled to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC provided photocopy of registration with NSIC under the single point registration scheme, for the quoted**

stores is enclosed with the offer. 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.

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

The Public Sector Undertakings are also exempted for the deposit of EMD, subject to their submission of a Bond from LIC on the basis of which banks will issue Counter guarantee.

11. REFUND OF ERNEST MONEY

- 11.1 **Unsuccessful Tenderers:** In case of unsuccessful tenderers who do not withdraw their offers before the receipt of final decision, the earnest money if deposited by means of a Bank Draft shall be returned, without interest after the finalisation of tender or after expiry of validity period of the respective offer, whichever is earlier by means of crossed cheque drawn on a scheduled bank payable in New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.
- 11.2 **Successful Tenderers:** The successful tenderer shall deposit the security money within 10 days from the date of issue of acceptance of tender rate by demand draft towards security for the due fulfillment of the conditions of the contract. After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him. No interest shall be allowed on earnest money.

12. FORFEITURE OF THE ERNEST MONEY

- 12.1 In the event of a tenderer, whose tender is received within the closing date and time of the tender as specified, withdrawing his tender before the receipt of the final decision or in the event of tenderer whose tender has been accepted, failing to furnish security deposit and/ or failing to execute an agreement within 10 days from the date of letter of acceptance of tender rate, the Earnest Money deposited by such tenderer shall be forfeited without any intimation and in the later case the tender also shall be cancelled and order will be placed with other party/parties

either from tender or from open market and any excess expenditure incurred by NSC, shall be recovered from the defaulting party.

13. SECURITY DEPOSIT

- 13.1 The supplier shall **furnish security deposit along with agreement on non-judicial stamp paper within 10 days from the acceptance of tender rate** with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished by means of a Demand Draft on any Scheduled/Nationalized Bank payable in New Delhi/Delhi in favour of National Seeds Corporation Ltd. Bank Draft shall be submitted to DGM(QC).
- 13.2 The Security money will be retained up to the validity period of the Agreement and will be refunded thereafter without any interest on the Security Deposit after completion of procedure.

14. INSPECTION AND TESTING OF SAMPLES

- 14.1 The supplier at the appropriate point of time i.e. Minimum 20 days in advance, during the process of manufacturing goods, shall intimate the pre-delivery inspection schedule to the Corporation to depute representative for drawing up random samples of finished goods of the Corporation. These samples will be duly authenticated by NSC representative(s) and representative of manufacturer/supplier with date.
- 14.2 At least 10-20 germination towel papers from the random samples drawn at the suppliers site shall be sent to QCL(N), NSC, New Delhi for testing. **The material will be finally accepted when it confirms to trial tests in QCL(N), NSC New Delhi.**
- 14.3 **After the material confirms to trial tests at QCL(N), NSC New Delhi only then the supplier will dispatch them to the scheduled destinations. Post delivery samples drawn at consignee site, shall be sent for testing to any laboratory by the Corporation for the purpose of releasing payment.**
- 14.4 The Party trying to supply substandard material will be black listed and the Performance Security will be forfeited.

15. DELIVERY

- 15.1 The supplier **shall complete the supply at sites within 45 days from the date of placing purchase order. No extension of delivery period shall be allowed to supplier.** 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.

ACCEPTANCE OF DELAYED SUPPLIES:

- 15.2 NSC reserves the right for acceptance of the delayed supplies by imposing penalty and the grace period for acceptance of delayed supplies with penalty will be at the discretion of the management.

IMPORTANT:

For granting grace period for acceptance of delayed supplies with penalty, parties should request in writing for the same minimum 7 days earlier from the scheduled date of delivery period, failure of which their claim of grace period with penalty may not be accepted.

- 15.3 The Corporation may at the discretion of Competent Authority consider for providing extension in the delivery schedule to any supplier if there are sufficient reasons and if the performance of the supplier through out the execution period is quite satisfactory. However, such extension in delivery schedule and thereby waiving off liquidated damages shall not form any claim of the Contracted firm. If there are adequate justifications for such considerations, such cases may be interpreted and considered by the Corporation at the time of finalization of the entire supply account through out the period of Agreement and allied orders of the Competent Authority.

RATE OF PENALTY FOR DELAY IN DELIVERY DURING GRACE PERIOD :

- 15.4 Delay in effecting deliveries as per schedule mentioned in the order will attract penalty **at the rate of 2% for each week** or part thereof by which delivery is delayed subject to **maximum of 10%** and it shall be deemed to the actual damage suffered by the Corporation. However, any relaxation in penalty clause will be dealt by the Competent Authority on case to case basis. The supplier undertakes that if it fails to have the items/stores ready for delivery by the time specified in the order for supplies, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The **Corporation 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.**

16. VALIDITY PERIOD OF THE AGREEMENT: (RATE VALIDITY)

- 16.1 The validity period of the agreement will be for a period of **One year** from the date of signing of this agreement by the contracted party and the rates will be valid for **One year** from the date of agreement or the supply of entire quantity mentioned in the agreement whichever is earlier. During this validity period, NSC, considering the exigencies may place the additional orders with the parties for supply of material, over and above the agreement quantity at the mutually agreed and approved rates by both parties.

17. TERMS OF PAYMENT:

- 17.1 All invoices shall be prepared in quadruplicate in the name of National Seeds Corporation Ltd. 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”**. The invoice shall be sent in **duplicate to concerned consignees and two copies to NSC, H.O.**
- 17.2 Unless otherwise specified in the contract, 80% of the invoice value would be paid by NSC against proof of delivery of the material at destination. Balance 20% of the invoice value, shall be paid on receipt of satisfactory test report from designated lab. of post delivery sample.
- 17.3 Immediate deduction for the defective supplies, delayed supplies and shortages if any will be made from the first payment itself.
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 Rs. 100/- non-judicial stamp paper. Same is to be placed in the “Technical & Financial Bid”.**
19. **Purchase preferences to MSEs:** As per Public Procurement Policy for MSEs Order 2012.
20. **Repeat Order:** The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be open to the Purchaser/Corporation to place repeat order with the supplier on the same terms and conditions for quantities not more than 50% of the quantity in the initial purchase order. Repeat order can be exceeded more than 50% of P.O.’s quantity and beyond six months on need basis with the prior consent of the supplier.

SECTION-II

REQUIREMENT, SPECIFICATIONS AND DELIVERY DESTINATION ALONGWITH SPECIAL TERMS AND CONDITIONS OF CONTRACT IF ANY

A. TECHNICAL SPECIFICATION, QUANTITY ETC.:				
Sr. No.	Name of Item	Specification	Quantity	Remarks
1.	Germination Towel Paper	i) Size – 45 x 30 cm ($\pm$ 1 cm) ii) Basic Weight – 130 GSM ($\pm$ 10%) iii) Capillary Rise- 30 mm (Minimum) iv) pH - 6.5 to 7.5 v) Bursting Strength – 2 kg / Sq. cm (Minimum) vi) Ash content % by mass (Maximum) 1.5%	450 Reams (500 sheets in each ream)	

- The paper should possess creped surface, should have an open porous formation and should be free from impurities or toxic substances that may affect seed germination.
- It should be free from fungi or bacteria, which might interfere with growth the growth or evaluation of seedlings.
- It should hold sufficient moisture during the period of test and should possess sufficient strength to resist wear and tear during handling.
- The texture should be such that the roots of germinating seedlings will grow on and not into the paper.
- **NSC will test the Germination Towel Papers for suitability in QCL(N), NSC New Delhi. The material will be finally accepted when it confirms to trial tests in QCL(N), NSC New Delhi.**

B. QUANTITY AND DELIVERY DESTINATION

Germination Towel Paper shall be supplied to the following locations of NSC on the F.O.R. basis (Door delivery at NSC's godown).

S.No.	Destination	No. of Reams
1.	Kolkata	16
2.	New Delhi	394
3.	Pune	40
	Total	450

C. SPECIAL TERMS AND CONDITIONS

TOLERANCE LIMIT AND PENALTY FOR VARIATION IN PHYSICAL AND TECHNICAL PARAMETERS

S.No.	Specification	Tolerance Limit	Penalty
i)	Size – 45 x 30 cm	± 1 cm	As per the decision of Management
ii)	Basic Weight – 130 GSM	$\pm 10\%$	
iii)	Capillary Rise- 30 mm (Minimum)	As permitted by QCL, NSC	
iv)	pH - 6.5 to 7.5	-do-	
v)	Bursting Strength –2 kg / Sq. cm (Minimum)	-do-	
vi)	Ash content % by mass (Maximum) 1.5%	-do-	

TENDER FORM

To,
Deputy General Manager (QC),
National Seeds Corporation Ltd.,
Beej Bhavan, Pusa Complex,
New Delhi-110012.

FROM :_

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 there in.

ii) I/We agree to keep the offer open for acceptance for a period of 45 days from the date of tender opening.

iii) I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

iv) I/We offer to supply the materials as detailed in the schedule attached (Annexure-III) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 45 days from the date of placing the order.

v) The _____ earnest money _____ of Rs. _____ (Rupees _____) has been deposited vide Bank draft No. _____ dated _____ for Rs. _____ (Rupees _____) drawn in the name of National Seeds Corporation, New Delhi towards payment of the earnest money is enclosed.

OR

We are a small scale unit registered with N S I C for item _____ under single point registration scheme after 30.6.81 (photocopy of registration certificate is enclosed) Our Registration No.is _____

vi. 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 45 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.
- vii. I/We also understand that until a formal 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 _____.
- viii. I/we have read the arbitration clause in the Terms and Conditions of Section-I of the tender Document 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.
- ix. This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.
- x. Income tax PAN No. :- (a copy is enclosed herewith)
- xi. Tin /CST/VAT No. :- (a copy is enclosed herewith)
- xii. **Rates are quoted in the prescribed format given in Annexure “III”.**
- xiii. I/We have read and understood that in case our bid stand lowest shall only be considered if the firm is found suitable during spot verification by NSC’s officers.
- xiv. 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 and against which the Bids are submitted in two separate covers marked **“Technical Bid”** and **“Financial Bid”**.

(Signature & Stamp of Tenderer)
State Legal status whether prop. Partner,
Registered Firm, Company etc.

NOTE- “ Tender Form ” duly filled and signed should be kept in cover mark “Technical Bid”

FORM FOR TECHNICAL BID

To,
Deputy General Manager (QC) ,
National Seeds Corporation Ltd.
Beej Bhavan, Pusa Complex,
New Delhi-12

From

Sir,

Profile of our company is as under:

1. Name of the Company with complete address:- -----

Phone No :- Office -
 Residence-
 Fax No :-
 E- Mail No :-
 Mobile No :-

2. Whether proprietorship/partnership:-
 firm or company/society/Ltd Comp. etc

3. Name(s) of Proprietor's/ partners ,Office:-Complete address:-
 bearers/Directors of the firm

Ph. No .Office /Residence :
 Mobile No. :
 Website /E-mail :

4. Experience and past performance on similar :-
 Contract for last 2 years

S. No.	Name of the Organisation	Item	Pur. Order No./date

5. Financial standing through latest I.T.C.C., Annual report:
(Balance sheet and profit & loss account) duly signed by
Statutory Auditor of last 3 years.
6. Sales tax registration No.
(a) State Sales tax Registration No:-
(b) Central sales tax registration No.:-
7. Income-tax PAN No. and last two years income tax return duly acknowledge by
Income-tax Department:
8. Name and addresses of your Bank and account No.
9. A 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.:-
10. An Affidavit on Rs. 100, non judicial stamp paper that **under no circumstances
prices charged for store/supplies under the contract exceeds the lowest price at
which the contractor sells the stores of identical description to any Govt.
Department /Institution /Public Enterprises/Undertaking**

(Signature & Stamp of Tenderer)

Annexure-III**FORM FOR FINANCIAL BID**

To,
Deputy General Manager (QC),
National Seeds Corporation Ltd.
Beej Bhavan, Pusa Complex,
New Delhi-12

From _____

Sir,

We have examined the prescribed specification and read the Terms & Condition of Tender for the item namely _____ of _____ size/type. Our rates for the item according to your specification & Terms are as under:

Item	Unit cost F.O.R. Door delivery at NSC's Godown destinations (any where in India as per "Section II B") Rs.	Excise duty, if any Rs.	Total unit cost inclusive excise duty (2 +3) Rs.	VAT ,Sales tax % if any against " C" Form Rs.	Net unit price (F.O.R. Door delivery at NSC's Godown destinations) Inclusive all taxes (4+5+ others if any) Rs. (both in figures as well as words)
1	2	3	4	5	6

(Signature & Stamp of Tenderer)

NOTE : Our rates are F.O.R door delivery at NSC's Godown /destinations .
 (To be submitted to NSC in the envelope marked " **Financial bid** ")

Check list of enclosures for Technical Bid:

1. EMD
2. Certificate of registration of the firm
3. Partnership Deed if Partnership firm
4. Authorization for signing if it is limited company or partnership firm.
5. An affidavit of ownership if proprietary firm/sole traders.
6. Income-tax Return for the current year & previous year.
7. Copy of SST & CST 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. Sample of items
11. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
12. NSIC Certificate with proper validity for item of rate offered.
13. Other document if any in support of the tender
14. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
15. An Affidavit that under no circumstances prices charged for store/supplies under the contract exceed lowest price of identical goods given to Govt ./ Semi Govt . organizations .

Note :- In absence of any above document , tender may be consider for rejection
.

To be submitted to NSC in the envelope marked “Technical Bid”.

AGREEMENT

This agreement is made on this _____ day of _____, 2014 between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhavan, Pusa Complex, New Delhi-12(hereinafter called “Corporation”) which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and _____ (here in after called the “supplier” which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the “Corporation” with the intention of purchasing germination Towel paper invited offers vide tender No. _____

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

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in the tender document, for Tender No. _____ which shall form part of this agreement.

DEFAULT & RISK PURCHASE:

A) Should the supplier fail to have the stores ready for delivery, 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 terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies or services similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

SETTLEMENT OF DISPUTES:

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director/CMD of the Corporation and in the absence of MD/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 such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award.

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 Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

For and on behalf of the supplier

**For and on behalf of the National
Seeds Corporation Ltd. New Delhi.**

Witness

Witness

1.

1.

2.

2.

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