

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office-Sheikhpura
Patna-800014



(COMPETITIVE BIDDING NO. P-I)

TENDER DOCUMENT FOR PRODUCTION OF Certified Wheat, Gram, Mustard and Lentil Seeds

LAST DATE & TIME FOR RECEIPT: 12.11.2013 up to 14.30 OF BIDS.

DATE & TIME OF OPENING : 12.11.2013 at 15.00 OF BIDS.

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE- Sheikhpura
Patna-800014

No.Prodn-20/EOI,SP/NSC/PTA/2013-14/

Date: 26.10.2013

Notice inviting for organizing production programme of Certified Seeds of Wheat, Gram, Mustard and Lentil variety (Annexure-1) Sealed tenders are invited in prescribed Tender Form from Seed Organizers/Producers for production of good quality of Certified Seeds of Wheat, Gram, Mustard and Lentil of Rabi 2013-14. (Variety as enclosed in Annexure-1)

Tender documents containing tender forms specifications terms and conditions can be obtained from Regional Office at the address given above on payment of Rs.500/-(non refundable) during office hours. Tender documents can be downloaded from NSC web site <http://www.indiaseeds.com> also but the bidders downloading the Tender Documents from website, shall have to deposit the cost of tender in the shape of Cash/ Bank draft in favour of National Seeds Corporation Limited issued from any scheduled commercial Bank payable at Patna along with the bid.

Bids without payment of Tender cost are liable for rejection. However, MSMEs registered with NSIC are exempted from payment of cost of tender document subject to furnishing the valid documentary proof in support of claim along with their request letter.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof.

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

: 12.11.2012 up to 14.30
: 15.00

(R.K.Ram)
Regional Manager

TWO BID SYSTEM

Two independent sealed envelopes should be prepared as detailed below:

- **ENVELOPE NO.1 (SEALED)**

This envelope should be marked as ENVELOPE NO.1 – TECHNICAL BID FOR PRODUCTION OF WHEAT, GRAM, MUSTARD AND LENTIL CERTIFIED SEED Variety as per Annexure-1 and should contain in Part "A" (Technical Bid) with covering letter on letter head (Tenderer should invariably mention their name, address etc. on left hand side of envelope for clear identification)

- **ENVELOPE NO.2 (SEALED)**

This envelope should be marked as ENVELOPE No.2 – Financial Bid for PRODUCTION OF WHEAT, GRAM, MUSTARD AND LENTIL CERTIFIED SEED variety as per Annexure-1 and should contain in PART "B" (Financial Bid) (Tender should invariably mention their Name, Address etc. on left hand side of envelope for clear identification.

- Both the envelopes should be placed in one big sealed envelope super scribing "TENDER FOR PRODUCTION OF WHEAT, GRAM, MUSTARD AND LENTIL CERTIFIED SEED." The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, R.O., Patna.
- Tenderer must affix seal and put address on each envelope.

SECTION - I

INSTRUCTIONS TO TENDERER

1. ADVICE FOR TENDERERS: - The tenderer are advised in their own interest to carefully read the tender document 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: - The criteria as fixed as per the required documents in Section.III.

3. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary **.Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.**

4. DELIVERY OF Seeds:- The delivery period shall be as prescribed in the tenders. Only those parties should participate in tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause relating to liquidated damages which shall be binding in section -II.

5. QUOTATION OF PRICES: - A) **Tenderer** shall give the rates per unit in words as well as in figures. There should be no alternations or over writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Organizer. Any correction not attested in any tender form will lead to rejections of the Tender.

B) The rates of production charges should be quoted for the offered crop wise including all taxes if any.

6. 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.**

7. EARNEST MONEY: a) Each offer should essentially be accompanied by Earnest Money of **Rs. 2,00,000/- (Rs. TWO LAKH ONLY)** by way of Demand Draft drawn of Nationalized Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Patna This earnest money deposit is required irrespective of the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. DD must be enclosed in envelop No.1 i.e. Technical Bid / Competency Details. The EMD shall not be entitled for any interest amount payment whatsoever. **CHEQUES WILL NOT BE ACCEPTED.**

EMD shall be placed in the enveloped super scribed technical & commercial bids:

(b) Indian manufacturers/suppliers who are **Micro small medium Enterprises (MSME) small scale units 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 stores 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.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME)SMALL SCALE INDUSTRIES 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.

8. FORMAT AND SIGNING OF TENDER: - (a) Tenderer are required to submit their tender as per the prescribed Performa given in the tender document in terms of Clause 23 A of Section I. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and organizer, 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 consequentially and** shall be signed by the tenderer or a person or person 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 unamended printed literature shall be initialled 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 initialled by the person or persons signing the bid.

9. PROCEDURE FOR SUBMISSION OF TENDER: - The tenderer shall seal the tender in separate inner envelopes, duly marking the envelopes as ENVELOPE NO.1 – TECHNICAL BID FOR PRODUCTION OF WHEAT, GRAM, MUSTARD AND LENTIL CERTIFIED SEED Variety as per Annexure-1 and ENVELOPE No.2 – Financial Bid for PRODUCTION OF WHEAT, GRAM, MUSTARD AND LENTIL CERTIFIED SEED Variety as per Annexure-1.

Technical & Commercial Bid envelope shall include technical specifications of quoted item, duly filled Tender Form –Section-III , Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of tender document , requisite EMD, profile of the company as per Annexure-B of Section-III along with documents as per the check list and other document if any in support of offer. All papers should be initialed with stamp by the person or persons signing the bid.

PRICE BID Envelope containing of prices as per clause-6 of Section-I of the tender document.

All inner envelopes shall be placed in an outer sealed envelope addressed to **Regional Manager, National Seeds Corporation Ltd., Patna** and super scribing thereon

Notice inviting for production of Certified Seeds of Wheat, Gram, Mustard and Lentil variety as per Annexure-1, sealed tenders are invited in prescribed Tender Form, from Seed Organizers /Producers for production of 87400qtls of good quality of Certified Seeds of Wheat, Gram, Mustard and Lentil Variety as per Annexure-1

THE INNER ENVELOPE CONTAINING THE "TECHNICAL & COMMERCIAL BIDS" AND "PRICE BID" shall also be super scribed thereon "Technical & commercial Bids" and "Price Bids" as the case may be and addressed to the organizer and name & Address of the Tenderer .

THE OUTER ENVELOPE SHALL INDICATE THE NAME & ADDRESS OF THE TENDERER TO ENABLE TO BE RETURNED UNOPENED IN CASE IT IS DECLARED "LATE ". **If outer Envelope is not sealed and marked as required above, the organizer will assume no responsibility for the bid's misplacement or premature opening.**

10. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the organizer prior to the deadline prescribed for submission of tenders.

11. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the organizer at address specified, 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 organizer of tender, the Tender will be received upto the appointed time on the next working day.

12. LATE TENDER: - Any Tender Received by the organizer after deadline for submission of tender prescribed by the organizer, pursuant to NIT/Tender Document/any amendment will be rejected and/or returned unopened to the Tenderer.

13. OPENING OF TENDER: - The organizer/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Patna. The envelope containing the "**Technical & Commercial bids**" shall be **opened**

on the date of opening 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 organizer/Corporation deems necessary and appropriate, found **in order**.

14. CLARIFICATION OF BIDS: - To assist in the examination ,evaluation and comparisons of tenders, the organizer 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.

15. 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 withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.

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

(i) To sign the contract in accordance with Section V, or

(ii) To furnish security deposit in accordance with clause no 23(b) of section I.

16. 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.

17. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 30 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.

18. AWARD CRITERIA: - Subject to Clause No. 21, the NSC 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.

19. ORGANIZER's/ CORPORATION'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: - The Organizer / Corporation reserve the right at the time of award of contract to increase or decrease by up to 25% of the quantity of seeds specified in the schedule of requirements without any change in price or other terms & conditions.

20. NSC's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - The NSC reserves the right to accept or reject any tender 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 organizer's action.

21. 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.

22. SPLITTING OF ORDERS: - The NSC may decide to split the order among two or more tenderer according to exigencies of the cases at L-1 rate.

23. CONTRACTS:

- **a) SIGNING OF CONTRACT:** - The successful tenderers within 15 days from date of issue the Job Order, shall sign the agreement with date as per the format given in Section -V of the tender document. The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall production the stamp paper on behalf of the tenderer and send typed agreement for signature of the tenderer. The cost of stamp paper shall be recovered from the tenderer payments.

(b) SECURITY MONEY: - The security deposit in the form of Demand Draft or irrevocable Bank Guarantee of any Nationalized Bank only on per qtl basis i. e. @ Rs. 50/- per qtl. for Wheat, Gram, Mustard and Lentil to the total contracted quantity shall have to be furnished within 10 days by the successful organizers. In case of Bank Guarantee, it shall be furnished & valid up to 31.12.2014.

Failure of the successful tenderer to comply with the requirement of clause 23 (a) & 23(b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

24. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderer: 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/ crossed cheque drawn on a scheduled bank payable in Patna and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

(B) Successful Tenderers:

(i) The successful tenderer shall deposit the security money within 15 days from the date of issue of job order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in Section-IV of the tender document towards security for the due fulfilment of the conditions of the contract and sign and date agreement as per the format given in Section -V of the tender document.

(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.

(iii) The security deposit will be released after completion of supplies of contracted quantity within cutoff date, after 31.03.2015 subject to the deal is deemed to have been completed satisfactorily and there are no serious complaints from the farmers regarding the germination and quality of the seeds supplied by the organizer.

NOTE : Duly signed with stamp on each & every page of Section I i.e. "Instruction to Tenderer" to be placed in the envelopes marked "Technical & Commercial Bid.

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SECTION - II

TERMS AND CONDITIONS OF THE TENDER

1. Transfer and subletting: - The Seed Organizer/producer i.e. tenderer 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 tenderer 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 tenderer of the same and the tenderer 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 tenderer shall make good the amount so payable and the expenses incurred on that behalf. (please check)

3. Signing of Agreement & Security deposit:-

The tenderer shall **within 15 days from the date of issue of Job Order furnish security deposit along with agreement on non-judicial stamp paper** with the Corporation. The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled **Nationalized** Bank payable at Patna in favour 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 **Nationalized Bank of any branch** 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.

The successful Seed Organizer/producer i.e. tenderer shall be required to organize seed production programme during **Rabi-2013-14** season to deliver the contracted quantity to the NSC within scheduled time. The tenderer is required to indicate quantity of Foundation/Certified seed utilized, its source and the source of FS/CS seed being procured by him so as to ascertain its authenticity. The NSC will have access to the premises of production and processing of the Organizer at all times and shall have the authority to inspect and examine the fields and material intended to be supplied. It is absolutely essential that the Organizer must indicate the area of production and processing such as District(s), Town(s) in the State(s) for the seeds to be produced, processed and supplied. The Officers of the NSC on inspection and supervision are likely to give instructions to the Organizer which should be strictly followed. If the instructions so given are not followed by the Organizer the production programme and or the produce of its at any stage shall be rejected by the Corporation and will not have any financial liability towards losses of the tenders. The Tenderer/Organizer should furnish details for the quantities of seeds being produced and tendered to NSC in envelope No. 1.

4) The seed produced out of seed production programme organized should be cleaned, graded and processed at Mechanical Processing Plant as approved by the Seed Certification Agency. In no case hand processing material shall be accepted. Only those Organizer who have mechanized processing facilities along with spiral separator & or gravity separator need therefore to participate in the tender. For the purpose of better supervision the Organizer will have to process all the contracted produced seed stock strictly at one location only. For this purpose the Organizer should furnish the details in envelope No. 1.

5) The tenderer shall be required to furnish the competency details as enlisted below to enable the Corporation to judge the competency of the Organizer. The Tender will be accepted or rejected on the basis of competency details.

A) FACTUAL DATA:

The past performance of the organizer in respect of seed supplies of CERTIFIED/ FOUNDATION SEED TO NSC during last year should be furnished in envelope No. 1.

B) The reputed seed Company means it should have good image all over the state or country and should indicate about technical support for high quality production, processing and supplies of desired quantity of Certified Seeds. Please mention in competency details.

C) Organizer should give details of availability of Foundation seed to the company in competency details.

6) The Tenderer/Organizer shall supply only fresh produced Certified seeds Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards and also specifications of the Seed Act-1966. The seeds shall be supplied from the fresh stock and not from the revalidation stocks.

7) Even if the seed meets the Certification standards, the Corporation reserves the right to reject the stocks if they are rain touched, lacking luster and on the grounds of admixture found in the growing stage by the supervisory staff of the Corporation. The Certified seed can also be rejected at the receiving ends of the Corporation if the container is found damaged, underweight and low-grade beyond tolerance limit then the payment of such quantities will not be released.

8) The Tenderer/ Organizer shall supply only standard certified seed of WHEAT, GRAM, MUSTARD AND LENTIL in Jute/ Hessian / HDPE bags supplied by the NSC as per the cropwise specification of the processing materials. It will be obligatory for the successful Organizer to use NSC's packing material such as Jute/Hessian / HDPE bags and labels for entire supplies so as to maintain uniformity of crop-wise containers.

9) The NSC shall supply printed Jute/ Hessian / HDPE bags, labels & thirum at its cost for crop-wise standard packing of Certified seed stock. The other processing material such as Gunny bags for outer packing, if required thread, lead seals etc. have to be arranged by the Tenderer at his own cost. If the thirum quantity is found less than recommended dose either at seed processing plant or receiving unit then the payment of thirum will be deducted at the selling rate finalized by NSC for thirum.

10) The details of the lot(s) supplied to each consignee of the NSC shall be indicated to the Corporation's Regional Office Patna along with the bill.

11) The production charge should be quoted on per quintal basis without Jute/ Hessian bags/ HDPE bags and labels for fresh Certified processed, bagged and further packed in gunny bags but loading, Vat, Sale tax & other taxes, if any levied in the production state(s) will have to be borne by the Tenderer/Organizer including market fees too.

12) To arrange the required certified tags from SCA, bag size and its printing approval, to obtain change of marketing permission etc. will be responsibility of the Tenderer/Organizer.

13) NSC will draw representative samples of the final cleaned/ graded seed lots offered by the tenderer and will get analyzed in NSC's, Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the production order.

14) Failure to deliver less than 90% of approved quantity shall entitle NSC to impose penalty @ 10% of the value of the shortfall in production at the rate agreed to. The penalty for short production will remain at 10% of the value of the quantity not supplied against 90% benchmark. In case, organizer fails to deliver any quantity or does not produce any quantity, NSC reserves the right to forfeit the EMD and security amount and initiate proceedings against the Tenderer/Organizer as per law.

15) For the short production of seed quantity due to failure in the QCL test results but passed in STL of SCA, the CMD of NSC may consider reducing or waiving off the penalty seeing the genuineness and merit of the case.

16) The un-used/excess Jute/Hessian bags/ HDPE bags, and truthful labels supplied by the Corporation should reach Regional Office/Area Office within a week from the date of last consignment dispatched by the Tenderer/Organizer, duly acknowledged by NSC Representative of Area Office at nominated centre.

17) In case of short fall as a result of rejection of any quantity of seed under any reason of the clauses from 7 to 9 the Organizer/supplier shall be liable to pay compensation/damages at the rate of the total value of the quantity so rejected and the same shall be worked out at purchase/procurement rate agreed upon.

18) During the course of organization of production programme and production of seed to NSC, if any losses incurred to Tenderer/Organizer, NSC will not be responsible for damages, losses.

19) The responsibility of genetic purity and germination would be solely upon the Tenderer/Organizer. In case of any complaint, the Tenderer/Organizer would be responsible for making good losses to the farmers and/ or the NSC. For this 10 % of the total amount payable to the Tenderer/Organizer shall be retained as a retention money which will be released not earlier than **31.03.2015** and will not carry any interest. The NSC shall conduct

the Grow out test at its own/Government land for identifying the genetic purity and only lots qualified in the Grow out test will be procured by the NSC.

20) If applicable, The Tenderer/Organizer shall prepare the Tax invoice in the name of NSC Ltd., Patna induplicate & submit the same alongwith the proof of delivery in respect of each consignment, duly acknowledged on Gate Pass/ L.R. copy by NSC representative and SCA release orders and change of marketing permission certificate of SCA to Regional Office. If these documents not enclosed with the invoice, the payment of such lots/quantities will be withheld till submission of documents though the seed is supplied/ dispatched by the organizers. There after within 15 days 90% payment shall be released. The Bill/ Invoice should essentially be accompanied with a Certificate incorporating that the seeds are supplied out of fresh produce and not from revalidated stocks. The invoice should also contain the lotwise details. The VAT / CST No. should be invariably indicated in the invoices.

21) Procurement Policy:It shall be decided as per NSC procurement policy/ Average of minimum & maximum Wheat, Gram, Mustard and Lentil rates at Patna & MSP/APMCs for the period of March to May + production charges agreed by NSC.

22) The rejected seed stocks by the Corporation at their receiving ends or in the processing plants of the successful Tenderer/Organizer shall not be used for resale by the supplier in the Corporation's container.

23) The successful Tenderer/Organizer shall have to execute the agreement on general stamp paper of required value within 15 days of awarding the contract to him at his cost. The successful Organizer/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.

24) Final agreement will be signed by Regional Manager, Patna on behalf of the Corporation, other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by others employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as per clause No. 25 of section II of the tender form.

25) The Tenderer/Organizer shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arise about quality of supplied seed at any point, the Tenderer/Organizer shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ MOU committee/ other court or any other authority.

26) In case after allotment of seed production programme, if the Tenderer/Organizer do not implement the said seed production programme/ not execute the Agreement/ not deposit S.D.

within time schedule, then amount of EMD will be forfeited without assigning reasons thereof read with section 15 of the Section II of the tender Form .

27) It is the responsibility of Tenderer/Organizer to keep the stock safe & in good condition where the Corporation has paid advance / adhoc payment. It will be the responsibility of the Tenderer/Organizer to ensure the stock for fire, flood and theft at his own cost.

28) The Tenderer/Organizer will not sale or move the stock without the written permission from NSC especially where the corporation has paid raw seed advance & will not hypothecate or pledge the stock. Moreover the corporation has right to sale or to move or dispose of such stock at his own discretion. The breach of this condition by the organizer shall be treated as criminal offence.

29) That Tenderer/Organizer should offer the variety-wise quantity & rate of supplies for fresh quality certified seed in price bid in separate envelope.

30) The Tenderer/Organizer who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the tender.

31). Default & Risk purchase:-

(a) Should the Tenderer/ Organizer fail to have the stock ready for delivery as aforesaid, or should the Tenderer/Organizer in any manner or otherwise fail to perform the contract or should it fail to complete the production 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/organizer 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/Organizer 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.

32). Force majeure:-

a) Notwithstanding the provisions of tender form, the Tenderer/Organizer shall not be liable for forfeiture of its Security Deposit , liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure mentioned therein below.

b) 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 foreseeable. Such events

may include, but are not limited to, acts of the Corporation /Organizer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the supplier shall promptly notify the Organizer in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases 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.

33). Settlement of disputes:

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

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

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

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

34). Refund of Security Deposit:

The Security Deposit will be discharged by the Corporation/organizer and returned to the Tenderer/Organizer following the date of completion of the Tenderer /Organizer 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 contract or relating thereto or arising there from against NSC.

35). Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, Tenderer, organizer 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.

36). It is understood and agreed by the supplier, tenderer, organizer that the prices charged for Seeds supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the seeds 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 "

OTHER TERMS AND CONDITIONS:-

- 1 NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to production the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation and NSC has right to forfeit the security.
2. The NSC reserves the right to accept or reject either in full or part of the E.O.I or all the E.O.I without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one seed producer.
3. In case of dispute arising out of the contract, the Seed Producer/Seed Producers shall have to agree to the decision of the sole arbitrator appointed by NSC whose decision will be binding on both the parties.
4. The court of law situated at Delhi will have the jurisdiction in matter related this E.O.I or and dispute during the performance of the contract.
5. The seed producer shall be responsible for State Sales Tax/Central Sales Tax/VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the seed producer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.

7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in sampling the seed producer will be responsible for the consequences of violation of Seed Act and Seed Laws.

8. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the seed producer shall be responsible for the legal consequences of Weights and Measures Department, if any.

9. The seed producer will have to give name of the firm, name of the processing plant, godowns their postal addresses, telephone Nos., E-Mail, name of the responsible person in the E.O.I form itself so as to make further communication.

10. Seed producer/Organizer shall inform the raw seed arrival, processing & packing details fortnightly.

Note: Duly signed with stamp on each & every page of "**Section II i.e. General Terms & Condition of the Contract**" to be placed in the envelope marked "**Technical & Commercial Bid**". For the E.O.Ier use:

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.\

Date: (Seal)

Signature of the **seed producer**

Name:.....

Full Address:

NATIONAL SEEDS CORPORATION LTD.,**(A Govt. Of India Undertaking)****Regional office Patna**

PROFORMA FOR TECHNICAL BID

S. No	Name & Address of the bidder	Seed producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg. No. & its validity	Seed Licence No. & its validity	Seed Production experience Years	ST/Tin/ PAN No.	Details of Seed Prodn. of Prev. Two Yrs.	Quantity Offered for production (qtls)
1.	2.	3.	4.	5.	6.	7.	8.	9.

2. Also as required EMD for Rs. (Rupees) Vide DD No.

EMD Rs. 2.00 Lakh in favour of National Seeds Corporation Ltd, Patna is enclosed.

3. Photocopies of items in column no 3,4,5 & 7 are enclosed

4. Keenly looking forward to your esteemed order.

Dated

Signature

Place

Name

Complete add:

PhoneFax.....Email.....

Financial Bid, Part - B

FINANCIAL BID

(Form for offer by E.O. lers to be sent in sealed ENVELOPEE)

from:

M/s.-----

To:

Regional Manager,

National Seeds Corporation Ltd.,

Sheikhpura, Patna

Sir,

With reference to your enquiry / advertisement in ----- published on dated 12.11.2013 we hereby quote our most competitive offer for production of Wheat Certified seed as per the Terms and Conditions provided by you. The particulars of offer are given below:-

S. No.	Crop /Variety	Class	Qty offered for production as per terms given at S.No. 07 of the terms & conditions (qtls.)	Custom rates/production charges Rs. / per Qtl over and above the procurement price, including all taxes, for all operations from raw seed receipt, processing, testing, storage, final packing upto delivery.	
				In Figures	In words
1.	Wheat/K-0307	C/S			
2.	Wheat/DBW-39	C/S			
3.	Wheat/ DBW-17	C/S			
4.	Wheat/CBW-38	C/S			
5.	Wheat/HD-2932	C/S			
6.	Wheat/PBW-502	C/S			
7.	Wheat/PBW-343	C/S			
8	Wheat/PBW-154	C/S			
9.	Wheat/ HD-2824	C/S			

10.	Wheat/ HD-2967	C/S			
11.	Wheat/ HD-2985	C/S			
12.	Wheat/HI-1563	C/S			
13.	Wheat/HUW-234	C/S			
14.	Wheat/PBW-550	C/S			
15.	Wheat/PBW-527	C/S			
16.	Wheat/HD-2851	C/S			
17.	Wheat/UP-2565	C/S			
18.	Wheat/UP-2628	C/S			
	Total Wheat				
11.	Lentil/ Arun	C/S			
12.	Lentil/ K-75	C/S			
	Total Lentil				
13.	Mustard/ B-9	C/S			
14.	Mustard/ P.B.	C/S			
	Total Mustard				
15.	Gram/Vijay	C/S			
16.	Gram/Vishal	C/S			
	Total Gram	C/S			
	Grant Total				

Yours faithfully

Dated:.....

Place

Signature

Name :

(Complete address):

Phone No:

Fax No.:

E-mail :Seal....

National Seeds Corporation Ltd., Patna

Annexure-I

Details of crop varieties and Qty for production in Rabi
2013-14

S.No.	Crop	Varieties	Class	Qty.in qtl
1	Wheat	K-0307	CS	3000
2	Wheat	HI-1563	CS	12000
3	Wheat	HUW-234	CS	5000
4	Wheat	DBW-39	CS	1000
5	Wheat	DBW-17	CS	20000
6	Wheat	CBW-38	CS	4000
7	Wheat	HD-2985	CS	3000
8	Wheat	HD-2967	CS	12000
9	Wheat	HD-2824	CS	3000
10	Wheat	HD-2932	CS	5000
11	Wheat	HD-2851	CS	7000
12	Wheat	PBW-502	CS	21000
13	Wheat	PBW-550	CS	15000
14	Wheat	PBW-154	CS	8000
15	Wheat	PBW-343	CS	5000
16	Wheat	PBW-527	CS	10000
17	Wheat	UP-2565	CS	8000
18	Wheat	UP-2628	CS	10000
	Total Wheat		CS	152000
19	Lentil	K-75	CS	1000
20	Lentil	Arun	CS	1000
21	Mustard	B-9	CS	500
22	Mustard	P.B.	CS	1000
23	Gram	Vijay	CS	300
24	Gram	Vishal	CS	300
	G.Total			156100