

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



(COMPETITIVE BIDDING NO. P-I)

**E.O.I. DOCUMENT FOR ORGANISING CERTIFIED SEED PRODUCTION IN KHARIF-2015
OF Paddy**

**LAST DATE & TIME FOR RECEIPT: 26-05-2015 up to 14:00
OF BIDS.**

**DATE & TIME OF OPENING : 26-05-2015 at 15.00
OF BIDS.**

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

PhoneNo-0612-2287744

Fax-0612-2282412

Email-rm.patna@nsc.gov.in

Website: www.indiaseeds.com

Public E.O.I Notice

Subject:-Production and processing of Certified Seed of Paddy

EOI No:Prodn-20/EOI,SP/NSC/PTA/2015-16/

Date: 11.05.2015

Sealed EOI are invited under two bid system 1. Technical Bid 2. Financial Bid from reputed seed companies/Co-op society /F.P.O's having seed processing facility and duly registered with S.S.C.A for organizing seed production and processing for and in the name of NSC certified seed of **Paddy** covering different variety as specified in **Annexure- AC** by NSC during Kharif-2015.

E.O.I. documents can be purchased from R.O/A.O's OF NSC on Payment of Rs. 1000.00 (Non Refundable E.O.I fee) by cash to be deposit in office or by DD payable to NSC Ltd Patna and drawn on any schedule commercial bank . The E.O.I. documents can also be downloaded from NSC web site <http://www.indiaseeds.com> for which the EOI fee shall be deposited by DD as above along with Technical Bid.

Only MSME's registered are exempted for payment of E.O.I. fee subject to valid documentary proof of registration with NSIC.

Last date for submission of completed Bids (Two Bids) :-26-05-2015 at 14:00

Opening of Technical Bid : 26-05-2015 at 15:00

Opening Financial Bid: 27-05-2015 at 12:00

(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 CERTIFIED SEED of **Paddy** 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 CERTIFIED SEED of **Paddy** and should contain in PART "B" (Financial Bid) (E.O.I. 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 " E.O.I. FOR PRODUCTION OF CERTIFIED SEED of Paddy The sealed E.O.I. 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 E.O.I. 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 E.O.I. 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 E.O.I. form provided in the E.O.I. document. The Tenderer may attach additional sheets to the E.O.I. form wherever detailed description is necessary. **Only that party should participate in E.O.I. who accepts all the terms & conditions and any conditional E.O.I. may be treated as null and void.**

4. DELIVERY OF Seeds:- The delivery period shall be as prescribed in the E.O.I.s. Only those parties should participate in E.O.I. 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 E.O.I. form will lead to rejections of the E.O.I..

B) The rates should be quoted for the offered item on the basis of Ex- works **inclusive of all taxes (including Vat, turn over tax Modvat etc), Duties (Excise,special Excise, Cess etc)**

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 E.O.I. 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 E.O.I.ing firms have been rejected by the Corporation.**

7. EARNEST MONEY: a) Each offer should essentially be accompanied by Earnest Money of **Rs. 50,0000/- (Rs. Five LAKH ONLY)** by way of Demand Draft drawn of Nationalized/ Scheduled 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.**

DD for EMD shall be placed in the enveloped super scribed technical bids

(b) Indian Seed Producer/manufacturers/uppliers 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 E.O.I.: - (a) Tenderer is required to submit their E.O.I. as per the prescribed Performa given in the E.O.I. document in terms of Clause 23 A of Section I. The E.O.I. prepared by the bidder and all correspondence and documents relating to the E.O.I. exchanged by the Tenderer and organizer, shall be written in the English / Hindi languages. Each copy of the E.O.I. should be completed in all respect and should **preferably be bound in one column**. All pages of **the E.O.I. and enclosures should be numbered consequentially and** shall be signed by the Tenderer or a person or person duly authorized to sign the E.O.I. document. The letter of authorization shall be indicated in written power of attorney accompanying the E.O.I..

(b) All pages of the E.O.I. except for unamended printed literature shall be initialled by the person or persons signing the E.O.I. 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 E.O.I.: - The Tenderer shall seal the E.O.I. in separate inner envelopes, duly marking the envelopes as **ENVELOPE NO.1 – TECHNICAL BID FOR ORGANIZING OF CERTIFIED SEED Production of Paddy Programme** and **ENVELOPE No.2 – Financial Bid for service charge**

Technical Bid envelope shall be enclosed with to include E.O.I form –Section –III-A , Instruction to Tenderer (Section-I) , Terms and Conditions of contract (Section-II) of E.O.I. document EMD E.O.I Form (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 shall be enclosed with to include prices as per clause -5 A & B of section –I of the EOI document dully filled in Price form.(Section-III B) as per crop/ variety list enclosed (Annexure-AC).

Both the envelopes of Technical bid and Financial Bid together shall be placed in separate sealed envelope addressed to **Regional Manager , Nationa seeds corporation Ltd, Patna** and superscribe thereon “ **E.O.I for Paddy**” Production and processing.”

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, NSC will assume no responsibility for the bid’s misplacement or premature opening** and may be subjected to rejection to be decided by the E.O.I opening committee.

10. DEADLINE FOR SUBMISSION OF E.O.I.S: - E.O.I. must be received by the organizer at address specified, no later than time and date specified in the invitation for E.O.I.. In the event of the specified date for the submission of bids being declared a holiday for the organizer of E.O.I., the E.O.I. will be received upto the specified time on the next working day.

11. LATE E.O.I.: - Any E.O.I. Received by the purchase after deadline for submission of E.O.I. prescribed by the purchaser, pursuant to NIT/E.O.I. Document/any amendment will be rejected and/or returned unopened to the Tenderer.

12. OPENING OF E.O.I.: - The Corporation will open E.O.I.s, in the presence of E.O.I.s' representatives who choose to attend at specified time & date in the NSC Regional office, Patna. The envelope containing the "**Technical Bids**" shall be **opened on the date of opening E.O.I.** The "**Price Bids**" shall be open upon examination of Technical Bid for the tenderer's qualification and acceptance there off by the corporation if found in order as per eligibility of Technical Bid

13. CLARIFICATION OF BIDS: - To assist in the examination ,evaluation and comparisons of E.O.I.s, 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.

14. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited.

(a) If a Tenderer withdraws its E.O.I. during the period of E.O.I. validity specified by the Tenderer on the E.O.I. Form or withdraws the E.O.I. before awarding of the E.O.I. or after the prescribed date and time for depositing of E.O.I., 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.

15. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this E.O.I. or the interpretation of any of its terms or in any other way related to this E.O.I. directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes" included in Section-II.

16. VALIDITY OF OFFER: The Tenderer shall keep their offers open for **acceptance for a period of 60 days from the date of opening of the E.O.I..** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day.

17. 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 E.O.I., provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily.

18. CORPORATION'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 25% of the quantity of seeds specified in the schedule of requirements without any change in price or other terms & conditions.

19. CORPORATION RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - The purchaser/corporation reserves the right to accept or reject any E.O.I. and reject all E.O.I.s 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 E.O.I.s of the grounds for the purchaser action.

20. NEGOTIATION: - There shall normally be no post E.O.I. negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest Tenderer) only.

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

22. CONTRACTS:

- **a) SIGNING OF CONTRACT:** - The successful tenderer 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 E.O.I. document. The E.O.I. 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 purchase 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 of **Patna, Bihar** only on per qtl basis i. e. @ Rs. 100/- per qtl. for **Certified Seed Paddy** 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 in two parts (i.e. 50%+ 50%) valid up to 30th June 2016- to 31st January, 2017 respectively.

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.

23. REFUND OF EARNEST MONEY:-

(A) Unsuccessful Tenderer: In case of unsuccessful E.O.I.s 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 E.O.I.s 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 E.O.I. document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -V of the E.O.I. 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 **50% amount of security deposit will be released after completion of supplies** of contracted quantity within cutoff date, balance 50% security deposit will be released after 31st January, 2017. 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.

.....

SECTION - II

TERMS AND CONDITIONS OF THE E.O.I.

1. Transfer and subletting: - The Seed Organizer/producer/Co-OP societies and seed company 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 proforma , enclosed under section –IV of part-B of the EOI documents issued by any nationalize bank of any branch of Patna ,Bihar and authorized signatory of the firm should furnish the affidavit stating there in the bank guarantee has been taken only concerned branch of the bank for the purpose of enumerated there in .

The successful Seed Organizer/producer i.e. Tenderer shall be required to organize seed production programme during **KHARIF-2015** 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 E.O.I.s. The Tenderer/Organizer should furnish details for the quantities of seeds being produced and E.O.I.ed 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 E.O.I.. 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 E.O.I. will be accepted or rejected on the basis of competency details.

A) FACTUAL DATA:

The past performance of the organizer in respect of production 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 Organizer shall produced Certified seeds dully Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards and also specifications of the Seed Act-1966.

7) Advance Payment:- Advance payment will be made by NSC at par with NSC's own growers rate on following condition.

A) Insurance cover in favour of NSC for the value of the seed will be submitted by organizers at his own cost against fire, theft & burglary having validity at least up to 31ST July ,2016.

B) Advance payment will be on average APMC rates collected from designated mandi and specified period by NSC on 80% of raw seed for minimum 2000qtls raw seed arrival on weekly basis against 100% irrevocable Bank Guarantee from Nationalized Bank Patna ,Bihar valid up to 31st January,2017 or (lifting/procurement of seed)to the extent of required by seed producer, subject to 80% of the Bank Guarantee Value.

8) 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.

9)The Organizer shall supply only standard certified seed of **Paddy Seed** in Jute/ Hessian / HDPE bags supplied by the NSC as per the crop wise 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.

10)The NSC shall supply printed Jute/ Hessian / HDPE bags, labels & thirum . 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 from payment payable to organizers.

11)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.

12) The Tenderer shall be responsible for all works to be done for registration of the production programme of Grower, farmers in name of NSC to be registered with SSCA.

13) The service 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 wherever applicable on Ex.work basis. Loading charges will be borne by NSC or transporter as per annual agreement terms and conditions. However Vat, Sale tax & other taxes, if any levied in the production state(s) will have to be borne by the Organizer including market fees too.

14) The Tenderer will be responsible to arrange the required certified tags from SSCA.

15) NSC will draw representative samples of the final cleaned/ graded seed lots offered by the organizer 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 supply order.

16) Failure to deliver less than 90% of approved quantity shall entitle NSC to impose penalty @ 10% of the value of the shortfall in supply at the rate agreed to. The penalty for short supply 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 supply any quantity, NSC reserves the right to forfeit the EMD and security amount and initiate proceedings against the Organizer as per law

17) For the short supply 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.

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

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

20) The responsibility of genetic purity and germination would be solely upon the Organizer. In case of any complaint, the 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 Organizer shall be retained as retention money which will be released not earlier than 31st January, 2017 and will not carry any interest. The retention money can be released against the 100% irrevocable Bank Guarantee from Nationalized bank equal to retention money. 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.

21) The Organizer shall prepare the Tax invoice in the name of NSC Ltd.Patna. in duplicate & 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 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 production programme registered in the name of NSC. The invoice should also contain the lot wise details. The VAT / CST No. should be invariably indicated in the invoices.

22) Procurement Policy: The procurement price shall be decided based on APMC average of highest rates (minimum 500 qtls. per day receipt in mandi in case of Kharif-2015 seed) of designated mandi's by NSC & for the period of 1st December, 2015 to 31st January, 2016 + service charges agreed by NSC.

23) The seed organizers will have to give the details of growers including their bank account number so that payment of production subsidy amount if any will be made directly to growers account. In case of crop/varieties which are not eligible for production subsidy, NSC will pay applicable incentive directly to seed grower's bank account. The service charges are expected to be submitted accordingly clearly knowing this clause.

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

25) The successful Organizer shall have to execute the agreement on Non Judicial 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.

26) 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. 23rd of section I of the E.O.I. form..

27) The 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 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.

28) 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 Security Deposit will be forfeited without assigning reasons thereof read with section 15 of the Section II of the E.O.I. Form .

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

30) The Organizer will not sell 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 sell 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.

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

32) The 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 E.O.I..

33). 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 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.

34). Force majeure:-

a) Notwithstanding the provisions of E.O.I. 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 /Purchaser 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.

35). Settlement of disputes:

All disputes in relation to the E.O.I., 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/E.O.I. 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.

36). Refund of Security Deposit: The Security Deposit will be discharged by the Corporation/purchaser 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.

37). 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.

OTHER TERMS AND CONDITIONS:-

- NSC shall not be responsible for fluctuation of the market rate of the ordered seed.

The organizer shall be required to supply 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.

- 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.s without assigning any reason. NSC further reserves the right to award contract/issue the order for supply to more than one Tenderer.
- NSC may increase/decrease the final requirement from the quantity indicated in the NIT. The increase or decrease in the quantity may not exceed 25% of the NIT quantity.
- The Tenderer 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.
- The organizer should not be Dealer/ Distributor of NSC.
- NSC will not be responsible for the losses incurred to the organizer/Tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
- Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stock failed in test results the organizer/ Tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
- The respective State Governments/Quality Control Inspector may draw the samples of the stock. In case the stock fails in sampling thereby the stop sale order given/ Civil suit filed with the Court, then the Organizer should lift the balance seed stock of particular lot at his own cost & risk after release by Govt. QC Deptt./Court, further he will be responsible for the consequences of violation of Seed Act 1966 and Seed Rules 1968.
- That the standard weight of seed container shall be checked at any point of transaction and in case underweight found in the container, NSC will not release payments against such Tenderer/ Organizer shall be responsible for the Legal consequences of Weight & Measurements Laws including recovery of fine, if any.
- The Tenderer/ organizer will have to give name of the firm, name of the processing plant, godowns, and 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.

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

Photo of
owner

SECTION-III-A
TENDER FORM

ANNEXURE- A-I

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING
REGIONAL OFFICE: PATNA

KHARIF 2015 SEED PRODUCTION PROGRAMME – E.O.I.

TECHNICAL BID / COMPETENCY DETAILS:

(1)	Name of Organizer :		
(2)	Address :		
	ii) Plant :		
(3)	Phone Nos:		
	ii) Plant :		
(4)	Name of responsible persons to handle the business:		
	Sr.No.	Name of Person	Cell No.
	1.		
	2.		
	3.		
	4.		
	5.		
(5)	Registration Certificate No.		
(6)	Seed License No.		
(7)	Seed Certification Agency Plant Registration No.		
(8)	PAN No.		
(9)	CST No. VAT No.		
(10)	(i) Name and Address of Banker: (ii) Account Number :		
(11)	(i) Storage facility	a. Own Godown	----- Sq. feet
		b. Hired Godown	----- Sq. feet
	(ii) Processing facility	a. Own Machine	Capacity _____ TPH
		b. Hired Machine	Capacity _____ TPH

12) a. Since how long organizer is dealing in seed production activity

i. Number of Years : _____

ii. Past Performance Details of last 5 years (All Crops put together)

Sr. No.	Year	Name of Agency / Company	Total contracted Quantity (in qtls.)	Total Supplied Quantity (in qtls.)	Percent supply

(If required separate sheet be enclosed)

b. Last Year (2013-14) supply details to NSC under seed production programme:
(Season – Kharif / Rabi)

(Qty. in Qtls.)

Sr. No.	Crop /Variety	Stage (FS/CS/TF)	Contracted Quantity	Actual Supply	Percent Supply	Reasons for Shortfall
1						
2						
3						
4						
5						
6						
7						

13) Total Physical / Financial Turn over:

Sr. No	Financial Year	Physical Quantity (in Qtls.)	Financial Turnover Turnover in Rs. Lakhs
1	2011-12		
2	2012-13		
3	2013-14		

14) Technical / other Manpower availability details :

Sr. No	Name of Staff	Designation	Qualifications
1			
2			
3			
4			

15) Availability of Breeder / Foundation seeds with organizer:

Sr. No.	Crop / Variety	Stage	Quantity available in Qtls.	Source
1				
2				
3				
4				

16) Proposed production for Kharif / Rabi..... season.

Sr. No.	Crop / Variety	Area Proposed Hectares	Quantity Planned Qtls.	Expected Productivity per Hectare	Location of production programme District/ Town
1					
2					
3					
4					

17) E M D Details :

- DD No. _____
- Bank _____
- Amount _____

18) List of Enclosures: Tick (✓) Certificates enclosed.

1. Copy of valid Registration Certificate from seed Certification Agency.
2. Copy of valid Seed Business License from State Agril. Deptt.
3. Copy of valid VAT / CST Certificate.
4. Photo Copy of Pan Card.
5. Power of Attorney Certificate in case Partnership Firm / Company.
6. _____

Above information is true to our knowledge and belief.

Signature of Organizer/Tenderer :

Stamp

Date: _____

Section-III-B

Tender Form

Annexure-A-I

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE: PATNA**

Price Form Section:

CERTIFIED SEED PRODUCTION PROGRAMME KHARIF -2015 SEASON

Sl.No.	Crop/Variety	Qty. Offered (Qtls.)	Procurement Rates Criteria/Basis	Service Charges Rs.Per Qtls.	
				In Figure	In Words
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

National Seeds Corporation Ltd, Patna

Details of crop varieties and Qty for Certified Seed production in Kharif 2015

Annexure-AC

S.No.	Crop	Varieties	Year of Release	Qty.in qtl	Remarks
1	Paddy	MTU-7029	1985	3300	
2	Paddy	MTU-1001	1997	1650	
3	Paddy	MTU-1010	2000	3000	
4	Paddy	Abhishek	2007	5800	
5	Paddy	R-Mahsuri-1	2007	13230	
6	Paddy	R-Sweta	2007	3300	
7	Paddy	RP BIO-226	2008	2560	
8	Paddy	Swarna Sub-1	2009	8300	
9	Paddy	Bina Dhan-8,9,10,11,12		1500	
		Total		42640	

SECTION-III-A

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: _

Checklist of enclosures for Technical & Commercial Bids:

- EMD.
 - Certificate of registration of the firm.
 - Partnership Deed if Partnership firm.
 - Authorization /Resolution for signing of bid if it is limited company or partnership firm.
 - An affidavit of ownership if proprietary firm/sole traders.
 - A copy of PAN No. & Income-tax Return for the current year & previous year.
 - Copy of VAT/TIN & CST Registration No.
 - Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
 - If representative participating, letter of authorization to participate in the E.O.I. opening/negotiation of rate.

 - Affidavit certificate that not blacklisted and no arbitration case pending in this office.

 - MSME registered with NSIC Certificate with proper validity for item of rate offered.
 - Other document if any in support of the E.O.I..
 - Each and every concerned pages of E.O.I. document should be signed with stamp of authorized signatory of Tenderer.
 - Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.
 - Balance Sheet for last Three years.
17. Annual Turn Over of the firm should not be less than Three times of quoted value of the Offer.

18. Evidence of access to financial resources.

Note: - In absence of any above document, E.O.I. may be consider for rejection. To be submitted to NSC in the envelope marked "Technical & Commercial Bid" All the documents should be properly tagged.

-