



NATIONAL SEEDS CORPORATION LTD.,

(A Govt. Of India Undertaking)

Regional office : 17-11, Tukaram Gate, North Lalaguda, Secunderabad-17
Telephone No.040-27730635, 27731152, email: nscsecunderabad@gmail.com

No: 2(1)/Prodn/NSC-HYD/2015-16/

Dated: 01.06.2015

**TENDER NOTICE FOR ORGANIZING SEED PRODUCTION DURING
KHARIF '2015**

Sealed tenders are invited for Organizing certified seed production of different Crops/ Varieties under " Custom producer Program" of Paddy, Groundnut , Redgram , Urd , Moong & Jute for about 60,500 qtls in A.P. & Telangana during kharif 2015

Interested parties may purchase tender document or download from NSC website www.indiaseeds.com. Tender document cost is Rs. 1000/- and EMD Rs.1.00 lakhs. Tenders will be received in the undersigned office up to 11.00 AM dated 22.06.2015 and will be opened on same day at 11.30 AM.

The tender document can be purchased from NSC offices situated at Secunderabad, Warangal, Guntur, Kurnool, Gooty and Nandyal. Seed Supplier should be a reputed seed producers / organizers / cooperative societies and seed companies and they should not have been debarred from participating in Tender by any state or central govt agency . Sealed tender may be submitted under two bid system on following terms & conditions for :

Sl.No.	Crop	Variety	Year of release	Target of certified seed to be organized (Qtls.)
1	2	3	4	5
1	Paddy	BPT 3291 (Sonamasuri)	2005	1000
2	Paddy	MTU 1075 (IET 18482)	2008	6000
3	Paddy	MTU 1064 (Amara)	2010	7000
4	Groundnut	TAG-24 (Kernels)	1992	7000 (FS to be arranged from Own source by Orga

5	Groundnut	K-6	2005	20000
6	Groundnut	ICGV 91114	2007	1000
7	Groundnut	K-9	2009	8000
8	Groundnut	ICGV-00350	2012	1500
9	Arhar	ICPL-87119 (ASHA)	1993	1000
10	Arhar	ICPL-85063 (Laxmi)	2001	2000
11	Arhar	LRG-41 (LAM-41)	2007	2000
12	Urd	T-9	1982	1000
13	Urd	Pant Urd-31	2008	1000
14	Moong	IPM-02-14	2011	1000
15	Jute	JRO 524 (Naveen)	1978	1000
		Total		60500

TWO BID SYSTEMS:

Two separate sealed envelopes should be prepared as per the details given hereunder; Both envelopes should be placed in one big sealed envelope superscribing “TENDER FOR ORGANIZING SEED PRODUCTION ” and addressed to Regional Manager, National Seeds Corporation Ltd, 17-11, North Lalaguda, Tukaram Gate, Secundrabad -500017 . Tenderer must affix seal and write address on each envelope. **Financial bids will be opened of only those tenderers , whose technical bids are found qualified by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee will be final and binding.** In event of Non satisfactory infrastructure facilities, NSC shall have right to reject the tender or contract without assigning further reasons.

Indian Producers/ 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.

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

This envelope should be addressed to Regional Manager, National Seeds Corporation Ltd Secundrabad and marked as "**TECHNICAL BID FOR ORGANIZING SEED PRODUCTION** " and should contain EMD and Technical bid as per form "Part A" duly filled in and printed on letter head of tenderer. (Tenderer should invariably mention their name and complete address etc. on left hand side of envelope for clear identification)

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

This envelope should be addressed to Regional Manager, National Seeds Corporation Ltd Secundrabad and marked as "**FINANCIAL BID FOR ORGANIZING SEED PRODUCTION** " and contain the rates as per form "Part B" duly filled in and printed on letter head of tenderer. (Tenderer should invariably mention their Name and complete address etc. on left hand side of envelope for clear identification).

TERMS AND CONDITIONS:

1. The Crops /Variety which are covered under NMOOP Scheme of Govt of India, where production subsidy is applicable on newer varieties (less than 10 years old), the subsidy amount will be paid directly to Sub- Growers Bank account through RTGS only. Therefore, Organizers is to furnish the details of Sub growers along with Names, village name, survey no, lot no of seed, lot wise qty and Savings Bank account details to NSC. Custom producer will have to give the list of farmers including their bank account No. so that payment of production subsidy will be made directly to grower's bank account by NSC. The money equal to subsidy or incentive as per terms and conditions (in case of varieties where subsidy is not there) will be paid to farmers after verifying genuineness of farmers.
2. **Minimum qty to be organized:** is 20 % of each crop / variety wise target of production mentioned in this tender or 500 qtl whichever is higher.
3. **Price negotiation:** There shall normally be no post tender negotiation except in exceptional situations after recording due justification and if required, negotiation will be made only from L-1 party. Any counter offer made by L₂ or L₃ party shall not be treated a valid negotiation.

4. **Supply of required quantity :** The contract is quantity oriented and in case L₁ bidder does not have the required capacity to supply quantity of seed as per quality standards, then NSC may split the order among next L₂ or L₃ party.
5. **Security deposit:** The successful parties shall also have to remit security deposit within 10 days @ Rs. 100/- per qtls for Open pollinated varieties and Rs. 200/- qtls for Hybrids and Vegetables of approved production programme. Failure to remit the security deposit may imply forfeiture of EMD. Security Deposit can be deposited in cash or in form of Bank guarantee in two parts (i.e. 50% within 10 days + 50% within 75 days) for a period of **240 days** from the date of placement of order. EMD can be adjusted in security deposit. No interest is payable by NSC on Security deposit.
6. The custom producer's offer shall be valid for at least 60 days from the date of opening of Tenders.
7. Corporation is having every right to distribute the production programme on **L-1** rate among the tenderers on offered quantity in case sufficient capacity is not available with L-1 organizers. Corporation having every right to decide the other organizers for additional quantity for which L-1 party cannot demand / claim for increase in production programme.
8. **Details of Service Charge:** The service charges are also payable on net packed qty. The service charges should be quoted per qtl and it does not includes Foundation Seed cost, All costs from Seed cultivation in farmers field to processing and packing of seeds at processing plant, NSC inspection and testing charges, APSSCA certification charges, tag cost etc, storage for a period of minimum 3 months period after final packing of seed and all taxes.
9. **SEED PROCURMENT POLICY:** The procurement price shall be at par with NSC growers (As per NSC procurement price policy) and it will be final and binding on the custom producer. The procurement rates will be paid for net cleaned/graded, tested & packed quantity in NSC packing (exclusive of bag weight) **on the basis of Ex- Works inclusive of all taxes(including VAT, Turnover Tax Modvat etc), Duties (Excise, Special Excise, Cess etc).** NSC will not carry any tax liability related with the transaction. Generally, the fixation of procurement price is on the basis of average highest APMC rates

collected from designated mandi during specified period for minimum 500 Qtls raw seed per day arrival or 2000 qtl per week basis, which is subject to change as per discretion of NSC.

10. **Advance payment: (A)** will be on average highest APMC rates collected from designated mandi and specified period on 80% of raw seed for minimum 500 qtl per day or 2000 Qtls arrival on weekly basis subject to submission of insurance cover and Bank Guarantee in favor of NSC and physical verification by NSC representative. Advance payment will be made against 100% irrevocable Bank guarantee valid up to at least 120 days to the extent of required by seed producer. **(B)** However, 80% Advance on market rate or Procurement price can be released, if material is dispatched or taken into custody of NSC .
11. **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. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark (Benchmark will be 25% of Agreement quantity or 480 qtl whichever is higher). In case, custom producer fails to deliver less than Benchmark quantity in time or does not supply any quantity or delays the supply, then NSC reserves the right to forfeit the security amount and initiate proceedings against the Custom producer as per law like blacklisting of the firm etc. However, NSC shall free to take other remedial measures like purchase of seed from L2 or L3 party at the risk & cost of supplier since it is a time bound program.
12. **Payments:** The responsibility of genetic purity and germination would be solely upon the Organizer/ Contract Seed Producer. In case of any complaint, the Organizer/ Contract Seed Producer 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/Contract Seed Producer shall be retained as retention money which will be released not earlier than **120 days from the date of procurement of seed** and will not carry any interest. The retention money can be released against the 100% irrevocable Bank Gurantee from Nationalized bank equal to retention money. If required, 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.

13. 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.
14. NSC may increase or decrease procurement of ordered quantity by 25 % depending on market conditions.
15. A Committee will inspect the infrastructure like processing and storage facility available with the custom producer before issuing a job order. The Committee will also verify the availability of planting material whenever mentioned by NSC as own source of organizer. On failure of above, as non-found of suitable and sufficient infrastructure as well as planting material in said conditions, then NSC may declare the party as defaulter by forfeiting EMD deposited along with tender.
16. **Supply of planting material:** The custom producer has to compulsory use NSC parent material.
 - (a) The Parental material F/s / C/s-I (Preferably F/s) will be made available to the producers by NSC on existing Sale Price who in turn distributes the same to sub – growers. The list of available parent material to be supplied by NSC is enclosed vide Annexure - 1.
 - (b) In case of non availability of Parental Material with NSC, it is the responsibility of Custom producer to arrange the F/seed required for implementing the C/seed programme for NSC from the authentic source (i.e.) APSSDC / SFCI / others etc.,
 - (c) The parent material can be arranged by seed producer at his own cost but valid proof of the same is to be produced before NSC for verification.
17. **Seed Certification details:** The contract is quantity oriented , accordingly production is to be taken appropriate area and :
 - (a) The registration of the area from which the seed produced is to be delivered to NSC, is required to be registered with concerned State Seed Certification Agency in the name of NSC.
 - (b) The registration fee, inspection fees, seed testing, sample testing and

any other charges if applicable will be borne by the seed producer and it is the responsibility of the Custom producer to produce the proof of registration to NSC within a week of registration. Entire seed Production programme allotted will be registered with related certification Agency in the name of NSC.

(c) NSC will draw representative samples of seed lots for testing in own lab or any other laboratory identified by NSC. Only those lots which are cleared by both the SCA and NSC laboratory will be procured by NSC. NSC will draw samples for 15 % more quantity than the supply order, to ensure that in event of failure of any lot in lab there should be no shortfall in the supply from the ordered quantity. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification standards-1988, as amended from time to time and shall possess good physical appearance and Lusture to NSC's satisfaction. The responsibility of genetic purity would be solely upon the organizer.

18.NSC will draw representative samples of the final cleaned/ graded seed lots offered by the custom producer 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.

19.The last date for supply of seeds is as follows.

Season	Crop	Tentative date of procurement.
Kharif -15	Paddy	End of Nov'2015 to mid of January '2016
	Groundnut	50% qty by 1st week of Nov'2015 & balance 50% by end of December '2015
	Jute	Upto 15th February '2016.
	Redgram	Upto 1st week of April '2016.
	Moong	50% qty by mid of Nov'2015 & balance 50% by end of December '2015
	Urd	50% qty by mid of Nov'2015 & balance 50% by end of December '2016

- 20.NSC may relax in the cutoff date for procurement / supply of seed due non availability of dispatch orders / demand, for initially agreed/ additional quantity.
- 21.The seed plots from which the seed will be supplied to NSC will be inspected by NSC staff randomly as per discretion and actual need basis, besides inspections by the State Seed Certification Agency for certification.
- 22.The produce from the plots certified by Certification Agency is to be processed and packed only after meeting both STL & NSC QCL seed test results as per MSCS standards. The relevant certification charges including Tag cost, Re-grading charges and late fee etc, if any towards packing will be borne by the seed producer. NSC will not pay any charges.
- 23.The raw seed arrival and processing of raw seed shall be carried out at their own designated processing plant compulsory registered with APSSCA. NSC & APSSCA will supervise processing and storage for seed quality.
- 24.In case of complaints from fields regarding quality of seed, responsibility will rest upon the seed producers / organizers.
- 25.The Custom producer shall take back part or full quantity of such stock found not conforming to seed standard at his cost, before delivery or after delivery even from marketing centers, where the seed is delivered by NSC / organizers.
- 26.NSC will have no commitment/responsibility to the individual seed grower. The Seed Custom producer or his representative may sign each and every document of NSC on behalf of individual seed growers selected by him for NSC production program.
- 27.Insurance cover will be obtained against fire, thefts & burglary in the name of NSC, for the seed quantity produced for NSC by the seed Custom producer at his cost for the period till supplies the certified and packed seed to NSC.

28. The raw seed shall be received processed and packed at seed Organizers processing plant/store, hence entire seed shall be in the custody of seed Custom producer, till the tagged and bagged seed is received by NSC official. In case of any loss to NSC on account of seed stored in the premises of seed Custom producer he will be solely responsible and liable to pay entire loss amount to NSC.
29. Seed produced for NSC under the contract shall not be pledged with the bank or other financial institution.
30. The successful seed custom producer has to enter into an agreement with NSC on the mutual agreed terms and conditions on the non judicial stamp paper of appropriate value.
31. The Custom producer should ensure implementation of production under the jurisdiction of sub-unit under which programme is allotted. In any circumstances, shifting of Area / Processing / Procurement through other sub-units will not be allowed.
32. 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.
33. 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.
34. 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.
35. **Certification Material Details:** Certification/packing material i.e. bags, labels and treatment material etc shall be supplied by NSC except Thread spool. Packing will be in standard size as per NSC requirement and after utilization balance material has to be returned to NSC within 15 days.

- 36.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 custom producer shall be responsible for the legal consequences of Weights and Measures Department, if any.
- 37.The seed Custom 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 tender form itself so as to make further communication.
- 38.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 purchaser's action.

39.Force majeure:-

- a) Notwithstanding the provisions of tender form, the Tenderer /Custom producer 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 Purchaser 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.

40.Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly

or indirectly with the contract/tender shall be referred to the Sole arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at New Delhi**. The court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

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.

41. 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 proceeding of arbitration will be conducted at Delhi/ New Delhi. The cost of arbitration including fees of the Arbitrator will be decided by the Chairman of NSC or the Appointing Authority of the Arbitrator and the same will be paid by both the parties in equal share.

42. The Tender Document comprises :

- a) Format of Technical bid as part “A”.
- b) Financial Bid as Part “B”.
- c) Availability of Planting material with NSC -Annexure - 1
- d) Affidavit Certificate for lowest price of identical goods, Annexure - 2
- e) Checklist of enclosures for Technical & Commercial Bids: Annexure 3.
- f) Bank guarantee in lieu of security deposit -Annexure- 4.
- g) Agreement. Annexure- 5

(Radhey Shyam)
Regional Manager

For the Tender's use: I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Date:

Signature of the **seed producer**

Name:.....

Name of company and seal

Part-A

FORMAT OF TECHNICAL BID

(to be submitted by tenderers on his letter pad and in sealed Envelope)

To,

Dated

Regional Manager,

National Seeds Corporation Ltd

Secunderabad.

Subject : NSC Tender notice no : No: 2(1)/Prodn/NSC-HYD/2015-16, Dated: 01.06.2015 regarding Organizing of different Crops/ Varieties Certified seeds production under organizer's program and details are as below:

Sn	Particulars	Details
1	Seed producer's Regn. No. with SSCA & its validity (enclose copy)	
2	Seed Processing Plant Reg. No. & its validity (enclose	

	copy)																													
3	Seed Licence No. & its validity (enclose copy)																													
4	Details of seed Production experience of past 2 years. (enclose proof)	<table border="1"> <thead> <tr> <th>Sn.</th> <th>Year</th> <th>Crop/Variety</th> <th>qty in qtl.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td colspan="3"></td> </tr> <tr> <td>2.</td> <td colspan="3"></td> </tr> </tbody> </table>					Sn.	Year	Crop/Variety	qty in qtl.	1.				2.															
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6	Details of storage space	1. Area of Godown (Sq m): 2. Height of godown (m) : 3. Type of flooring : 4. no of Windows :.....																												
7	Name of companies to which seed	<table border="1"> <thead> <tr> <th>Sn.</th> <th>Year</th> <th>Name of company</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td colspan="2"></td> </tr> <tr> <td>2.</td> <td colspan="2"></td> </tr> </tbody> </table>					Sn.	Year	Name of company	1.			2.																	
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2.																														

	supplied during last 2 years (enclose proof)	3. 4.
8	Tin no of firm (enclose copy)	
9	PAN No of firm (enclose copy)	

- 1 The EMD is enclosed vide DD No.Dated.....
of BankBranch.....
- 2 Enclosed copy /proof for the details as per check list Annexure -3.

Signature.

Name

Phone no.

Fax no.

E-mail

Seal / Rubber stamp

Part - B**FORMAT OF FINANCIAL BID**

(to be submitted by tenderer on his letter pad and in sealed Envelope)

Dated:

To,
Regional Manager,
National Seeds Corporation Ltd.,
Secunderabad.
Sir,

With reference to your Tender notice no : **2(1)/Prodn/NSC-HYD/2014-15/ Dated: 01.06.2015**, we hereby quote our most competitive offer for production of following crops for Certified seed as per the Terms and Conditions provided by you and enclosed duly signed .

SN.	Crop	Variety	Qty offered for production (qtl)	Service Charge in Rs. per Quintal (Ex -Producer's processing plant/store) Inclusive of all taxes.	
				In Figures	In words
1	Paddy	BPT 3291 (Sonamasuri)			
2	Paddy	MTU 1075 (IET 18482)			
3	Paddy	MTU 1064 (Amara)			
4	Groundnut	TAG-24 (Kernels) (FS to be arranged from Own source by custom producer			
5	Groundnut	K-6			
6	Groundnut	ICGV 91114			
7	Groundnut	K-9			
8	Groundnut	ICGV-00350			

9	Arhar	ICPL-87119 (ASHA)			
10	Arhar	ICPL-85063 (Laxmi)			
11	Arhar	LRG-41 (LAM- 41)			
12	Urd	T-9			
13	Urd	Pant Urd-31			
14	Moong	IPM-02-14			
15	Jute	JRO 524 (Naveen)			
		Total			

Note:

1. Minimum qty to be organized: is 20 % of target of production or 500 qtl whichever is higher each crop / variety wise.

Your's faithfully

Dated:.....

Place

Signature :

Name :

Complete address:

Phone No:

Fax No.:

E-mail :



NATIONAL SEEDS CORPORATION LTD.,
(A Govt. Of India Undertaking)
Regional office: Secunderabad.

Annexure-I

Availability of planting material for organizing C/seed production programme under Custom producer program during Kharif '15 season.

Qty in Qtls

SN	Crop	Variety	Target for certified seed production (qtl.)	Source of Planting Material
1	Paddy	BPT 3291 (Sonamasuri)	1000	NSC (C/O)
2	Paddy	MTU 1075 (IET 18482)	6000	-
3	Paddy	MTU 1064 (Amara)	7000	-
4	Groundnut	TAG-24 (Kernels)	7000	-
5	Groundnut	K-6	20000	-
6	Groundnut	ICGV 91114	1000	-
7	Groundnut	K-9	8000	-
8	Groundnut	ICGV-00350	1500	-
9	Arhar	ICPL-87119 (ASHA)	1000	-
10	Arhar	ICPL-85063 (Laxmi)	2000	NSC
11	Arhar	LRG-41 (LAM-41)	2000	-
12	Urd	T-9	1000	-
13	Urd	Pant Urd-31	1000	NSC
14	Moong	IPM-02-14	1000	NSC
15	Jute	JRO 524 (Naveen)	1000	NSC
		Total	60500	

Note : if Planting Material is not available with NSC as per above details then Custom producer has to arrange it from a valid source.

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm has under no circumstance exceeded lowest price of identical goods given to government and semi government organizations.

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp_____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

- 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 tender 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 tender.
- Each and every concerned pages of tender 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.
- Evidence of access to financial resources.

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____ date of 20.... by _____ (hereinafter called the “Bank” which expression shall include wherever permissible, its successors and assigns) in favor of the National Seeds Corporation Ltd., Regional Office.....(hereinafter called “Corporation” which expression includes its successors and assigns at the request of M/s. _____ (herein after called the “supplier”)

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

WHEREAS the tender of the supplier has been accepted and in consequence thereof the Corporation had placed a Purchase Order for _____ mentioned in the Purchase Order No. _____ dated _____.

AND WHEREAS the supplier is required to deposit security with the Corporation to the extent of an amount of Rs. _____ value of the aforesaid order placed by the Corporation on the supplier, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the purchase order and the Corporation declares that supplier has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the supplier.
2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the

terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on the bank.

3. The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be enforceable against the bank.

4. This guarantee shall remain in full operation upto 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank hereunder.

- Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs._____. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1.

2.

- Here fill the name of Bank with address.
- Here fill the name and address of the supplier.
- Here fill the name of the material for which order has been placed.

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, (Regional Office.....) 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 M/s. _____

_____ (herein after called the "**Contract seed producer**") 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 Certification and packing materials 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 quantities 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 Section-II of Part-B of tender document, for Tender No. _____ which shall form part of this agreement.

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 of the Corporation and in the absence of MD, 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 as per provisions of Arbitration Act, 1996.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, Incharge of the Bureau of Public Enterprises. The arbitration 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.

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 here to subscribe their signature on the date and year herein above written through authorized representatives.

**For and on behalf of the
National Contract seed producer
Ltd,.....**

**for and on behalf of the
Seeds Corporation**

Witness

1.

2.

Witness

1.

2.