

CUSTOM PRODUCTION

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office : 17-11, Tukaram Gate , North Lalaguda, Secunderabad -500017



(COMPETITIVE BIDDING NO : 2(1)/Prodn/NSC-HYD/2015-16/ dated: 22.06.2015)

TENDER DOCUMENT FOR CUSTOM PRODUCTION OF CERTIFIED SEED.

LAST DATE & TIME FOR RECEIPT: 11.30 AM on dated 30.06.2015
OF BIDS.

DATE & TIME OF OPENING : 12.00 Noon on dated 30.06.2015
OF TECHNICAL BIDS.

DATE & TIME OF OPENING : 2.30 PM on dated 30.06.2015
OF FINANCIAL BIDS.

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office : 17-11, Tukaram Gate , North Lalaguda, Secunderabad -500017**

TENDER DOCUMENT NO : 2(1)/Prodn/NSC-HYD/2015-16/ dated: 22.06.2015

1. Instruction to Tenderer :
2. General terms and conditions of the contract:
3. Tender Form - :
4. Details of Bank Guarantee in lieu of Security Deposit:
5. Form of Contract (Agreement):

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)

R.O : 17-11, North Lalaguda, Tukaram Gate, Secunderabad -500017
Telephone No.040-27730635 , 27731152,
Fax.No: 040- 27732863
Email I.D : nscsecunderabad@gmail.com
Web Site : www.indiaseeds.com

Public Tender Notice (NIT)

Subject: Production of 27000 qtl Certified Seeds of Agricultural Crops.
Tender No: **2(1)/Prodn/NSC-HYD/2015-16/ dated: 22.06.2015)**

Sealed tenders are invited Under 2 Bid System 1. Technical Bid 2. Financial Bid from ex- employees of N.S.C , APSSDC , APSSCA & .reputed Seed Companies/Co-op. of Societies/ F.P.O.'s/ Private Parties having experience in seed production at least 1-2years. The **certified** seed production to be registered in the name of NSC. covering different varieties as specified by NSC during **Kharif 2015** (name of season i.e Kharif/Rabi/Summer).

Tender Documents can be purchased from R.O.S'/A.O.S' of NSC on payment of **Rs.500/- (Non Refundable Tender Fee)** by cash to be deposited in Office or by DD payable to NSC Ltd and drawn on any scheduled Commercial Bank. **The EMD is Rs.25000/-**. The tender documents can also be downloaded from www.indiaseeds.com for which the tender fee shall be deposited by DD as above along with Technical Bid.

Details of Certified seed Production are as below:

SN	Crop	Variety	Target for certified seed production (qtl.)
1	Paddy	MTU 1075 (IET 18482)	2000
2	Paddy	MTU 1064 (Amara)	2000
3	Groundnut	TAG-24 (Kernels)	4000
4	Groundnut	K-6	10000
5	Groundnut	ICGV 91114	1000
6	Groundnut	K-9	4000
7	Groundnut	ICGV-00350	1000
8	Redgram	LRG 41	1000
9	Black gram	PU -31	1000
10	Green gram	IPM-02-14	500
11	Jute	JRO 524 (Naveen)	500
		Total	27000

Only MSME's are exempted for payment of Tender Fee subject to valid documentary proof of registration with NSIC.

Last date for submission of completed Bids (Two Bids).

LAST DATE & TIME FOR RECEIPT OF BIDS.: **11.30 AM on dated 30.06.2015**

DATE & TIME OF OPENING OF TECHNICAL BIDS : **12.00 Noon on dated 30.06.2015**

DATE & TIME OF OPENING OF FINANCIAL BIDS : **2.30 PM on dated 30.06.2015**

(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 DURING KHARIF 2015* 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) and **D.D. for EMD shall be placed in the “Technical Bid”.envelope .**

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

This envelope should be marked as *ENVELOPE No.2 – FINANCIAL BID FOR PRODUCTION OF CERTIFIED SEED DURING KHARIF 2015* 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 superscribing “ TENDER FOR PRODUCTION OF CERTIFIED SEED. DURING KHARIF 2015” The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, R.O. SECUNDRABAD.

- 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 (service charge) per quintal 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.

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 by way of Demand Draft drawn of Nationalized Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at SECUNDRABAD / HYDERABAD & FPOS' registered with SFAC will be exempted from earnest money. 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. The EMD shall not be entitled for any interest amount payment whatsoever.

CHEQUES WILL NOT BE ACCEPTED.

D.D. for EMD shall be placed in the envelope super scribed "Technical Bid".

(b) 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 and FPOS' registered with SFAC and letter of registration from Nodal Officer of SFAC respectively 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. OFFERS OF FPOS' NOT REGISTERED WITH SFAC AND NOT ENCLOSING REGISTRATION LETTER OF NODAL OFFICERS OF SFAC SHALL ALSO BE REJECTED.

8. FORMAT AND SIGNING OF TENDER: - (a) Tenderer is 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 purchaser, shall be written in the English / Hindi languages. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered sequentially and** shall be signed by the tenderer or a person or persons duly authorized to sign the Tender document. The letter of authorization shall be indicated in written Power of Attorney and accompanied with the Tender.

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

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

9. PROCEDURE FOR SUBMISSION OF TENDER: - The tenderer shall seal the tender in separate inner envelopes, duly super scribing the envelopes as ENVELOPE NO.1 – TECHNICAL BID FOR PRODUCTION OF CERTIFIED SEED production programme and ENVELOPE No.2 – Financial Bid for Service Charge.

Technical Bid envelope shall be enclosed with to include Tender Form –Section-III-A, Instruction to Tenderer (Section –I), Terms and Conditions of contract (Section-II) of tender document , EMD Tender 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 tender document duly filled in Price Form (Section III B).

Both the envelopes of Technical Bid and Financial Bid together shall be placed in separate sealed envelope addressed to **Regional Manager , National Seeds Corporation Ltd., Secundrabad.**

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 Tender Opening Committee.**

10. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be submitted at address specified, not 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 NSC, the Tender will be received upto the specified time on the next working day.

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

12. OPENING OF TENDER: - The Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Secundrabad .The envelope containing the "**Technical Bid**" shall be **opened on the date of opening tender** . The "**Price Bid**" shall be opened upon examination of the **Technical Bid** for the Tenderer's qualifications 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 tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

14. 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.

15. 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.

16. 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 be a holiday, offers shall remain open for acceptance till the next working day.

17. AWARD CRITERIA: - Subject to Clause No. 21 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.

18. CORPORATION'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: The 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'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - The Corporation 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.

20. 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.

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 10 days from date of issue of 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 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 only on per qtl **basis i. e. Rs. 50/- per qtl. (Rs Fifty per qtl)** for the total contracted quantity shall have to be furnished within 10 days by the successful organizers. In case of Bank Guarantee, it shall be valid up to **31st October 2016**. The FPOS' registered with SFAC are exempted from security money with valid documents.

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 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 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 10 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 fulfillment 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

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 Bid."

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SECTION – II

TERMS AND CONDITIONS OF THE TENDER

1. Transfer and subletting: - The Seed Organizers/Producers/Cooperative Societies and Seed Companies 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.

3. Signing of Agreement & Security deposit:-

The tenderer shall **within 10 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 Secundrabad 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 Organizers/Producers/Cooperative Societies and Seed Companies 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 planting material i.e Foundation/Certified stage-I will either be arranged by NSC or tenderer. In case planting material is arranged by NSC , tenderer will make the payment to NSC. In case planting material is arranged by tenderer, the source of seed should be informed to NSC also. The Tenderer/Organizer should furnish details for the quantities of seeds being produced and tendered to NSC in envelope No. 1.

4) The production programme is quantity as well as quality oriented and to be registered with SSCA in the name of NSC. Custom producer shall collect the Registration fee, field inspection fee & sample testing fee from grower on behalf of

NSC and shall remit the same to NSC for onward depositing of the same with SSCA well in time. Further the organizer will assist in executing NSC Growers Agreement with the individual grower.

- 5) It is a responsibility of the tenderer to arrange the timely field inspections by SSCA/ NSC representatives.
- 6) The tenderer is responsible to deliver the targeted quantity of raw seed at NSC processing plant/designated plant or godown by NSC.
- 7) The advance payment will be paid to seed growers of organizers at par with the NSC seed growers for 80% of delivered quantity of raw seed @ Rs..... fixed by NSC.
- 8) The advance and final payment will be released to seed growers directly by NSC after meeting seed standards at par MSCS both in STL & QCL.
- 9) The procurement price and other charges if applicable i.e transportation /gunny bag charges will be at par with NSC other seed growers at finally procured quantity.
- 10) The service charge will be paid for graded quantity in two ways:-
 - (i) 100% service charge for procured quantity.
 - (ii) 50% service charge for quantity recorded sub standard either in STL or QCL or not procured by NSC.
- 12) The custom producer is responsible for lifting of under size in time and responsible to concerned seed growers for the same.
- 13) The NSC will not be directly responsible to seed growers for any dispute i.e. not lifting of under size / low grade etc.
- 14) The tenderer will be responsible to maintain the seed quality at field level as well as raw seed.
- 15) 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 at the time of intake.
- 16) The service charge should be quoted on per quintal basis, but VAT, Sale tax & other taxes, if any levied in the production state(s) will have to be borne by the Tenderer including market fees too.

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.

17) The successful Tenderer/Organizer shall have to execute the agreement on general stamp paper of required value within 10 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.

18) Final agreement will be signed by Regional Manager, NSC Secundrabad 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 tender form.

19) 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.

20) 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 .

21) The Tenderer 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.

22) Failure to deliver less than 90% of approved quantity shall entitle NSC to impose penalty @ 10% of service charge of the shortfall in supply at service charge agreed to. The penalty for short supply will remain at 10% of service charge of the quantity not supplied against 90% benchmark. In case custom producer 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 custom producer as per law.

Important:-

(a) If the provider of works contract is a individual, HUF Partnership firm or AOP then NSC has to pay 50% of service tax and balance 50% service tax is to be paid by the service provider thus including in the bill.

(b) If the processor is not falling under works contracts service as mentioned in point (a) then provider of service has to pay whole of service tax.

23). Default & Risk purchase:-

The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies 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.

24). 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 Producer and not involving the Producer's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation 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 Producer shall promptly notify the Corporation 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.

25). 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.

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.

26). 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.

27). 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 tenderer shall be required to supply the seed at agreed quantity. 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 tender or all the tenders without assigning any reason. NSC
- Further reserves the right to award contract/issue the order for production to more than one tenderer.
- NSC may increase/decrease the final quantity indicated in the NIT. The increase or decrease in the quantity may not exceed 25% of the NIT quantity.
- Custom producer and Custom processor/ Contractor of NSC cannot be same.
- The minimum quantity to be produced is 25% of the qty mentioned in tender notice.

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**”.

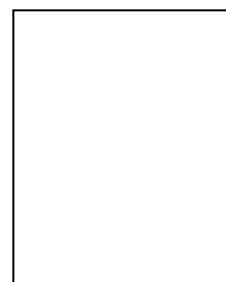
SECTION-III- A

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

ANNEXURE- A-I

TENDER FORM

Photo of owner



KHARIF 2015 CUSTOM SEED PRODUCTION PROGRAMME – TENDER TECHNICAL BID / COMPETENCY DETAILS:

01)	Name of CUSTOM PRODUCER :		
02)	Address :		
	i) Office :		
	ii) Plant :		
03)	Phone Nos:		
	i) Office :		
	ii) Plant :		
04)	Name of responsible persons to handle the business:		
	Sr.No.	Name of Person	Cell No.
	1.		
	2.		
	3.		
	4.		
	5.		
05)	PAN No.		
06)	CST No.		
	VAT No.		
07)	(i) Name and Address of Banker:		
	(ii) Account Number :		
08)	MSME/FPO		

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

i. Number of Years : _____

ii. Past Performance Details of last 3 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						

10) 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		

11) Technical / other Manpower availability details :

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

12) Availability of Breeder / Foundation seeds with producer:

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

13) Proposed production for **Kharif '2015 season.**

Sr. No.	Crop / Variety	Area Proposed Hectares	Quantity Planned Qtls.	Expected Productivity per Hectare	Location of production programme District/ Town
1	Paddy	MTU 1075 (IET 18482)			
2	Paddy	MTU 1064 (Amara)			
3	Groundnut	TAG-24 (Kernels)			
4	Groundnut	K-6			
5	Groundnut	ICGV 91114			
6	Groundnut	K-9			
7	Groundnut	ICGV-00350			
8	Redgram	LRG 41			
9	Black gram	PU -31			
10	Green gram	IPM-02-14			
11	Jute	JRO 524 (Naveen)			

	Total				
--	-------	--	--	--	--

14) E M D Details :

- DD No. _____
- Bank _____
- Amount _____

14) 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**ANNEXURE- A-I****TENDER FORM**

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

PRICE FORM SECTION:**CERTIFIED SEED CUSTOM PRODUCTION PROGRAMME KHARIF 2015 SEASON**

vide Tender notice No: 2(1)/Prodn/NSC-HYD/2015-16/ Dated: 22.06.2015.

<i>SN</i>	<i>Crop</i>	<i>Variety</i>	<i>Quantity Offered in qtl.</i>	<i>Procure ment Rates Criteria</i>	<i>Service Charges inclusive of all taxes on Packed Qty.(Rs.PerQtl.)</i>	
					<i>In Figures</i>	<i>In Words</i>
1	Paddy	MTU 1075 (IET 18482)		As per NSC policy		
2	Paddy	MTU 1064 (Amara)		As per NSC policy		
3	Groundnut	TAG-24 (Kernels)		As per NSC policy		
4	Groundnut	K-6		As per NSC policy		
5	Groundnut	ICGV 91114		As per NSC policy		
6	Groundnut	K-9		As per NSC policy		
7	Groundnut	ICGV-00350		As per NSC policy		
8	Redgram	LRG 41		As per NSC policy		
9	Black gram	PU -31		As per NSC policy		
10	Green gram	IPM-02-14		As per NSC policy		
11	Jute	JRO 524 (Naveen)		As per NSC policy		
		Total				

Place:

Signature :

Date :

Stamp

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: _____

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.
- FPOS'/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.

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, tender may be consider for rejection.
To be submitted to NSC in the envelope marked "Technical & Commercial Bid"
All the documents should be properly tagged. -----**

SECTION-IV**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

This bank guarantee executed on this _____ date of 201.....
 by _____ (hereinafter called the "Bank" which
 expression shall include wherever permissible, its successors and assigns) in favour 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.

SECTION-V**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 "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 producer submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with producer for the supplies of seed 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 Producer 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 Chairman-Cum-Managing Director of the Corporation 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 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 supplier

for and on behalf of the National Seeds Corporation Ltd,.....

Witness

- 1.**
- 2.**

Witness

- 1.**
- 2.**

.....