

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office-Hebbal
Bangalore-560024
KARNATAKA

Ref No.7(4)/Tender-EOI/MKTG /NSC-BNG/2015-16

Date:16.09.2015

EXPRESSION OF THE INTEREST (E.O.I)

Notice inviting short term E.O.I, for supply of Certified Seeds of Paddy Jaya, Bengal Gram JAKI 9218 and Truthful Label seeds of Bengal Gram, Groundnut TMV 2 Pods/Kernels from Seed producers /Suppliers. The E.O.I, documents can be obtained from Regional Office at the address given above or at all our Area offices on payment of Rs.200/-(nonrefundable) during office hours. E.O.I. documents can also be downloaded from NSC web site <http://www.indiaseeds.com> & CPP Portal. The Sealed E.O.I tender /offer should reach this office on or before **23.09.2015 at 11 AM** and the same will be opened at **11.30 AM on the same day.**

Regional Manager

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office, Hebbal

Bangalore 560024

KARNATAKA



EXPRESSION OF INTEREST (E.O.I)

**E.O.I. DOCUMENT FOR SUPPLY OF CERTIFIED /TL SEEDS PADDY,BENGAL GRAM AND
GROUNDNUT.**

LAST DATE FOR SUBMISSION: 23.09.2015 TIME: 11 AM

DATE OF OPENING: 23.09.2015 TIME: 11.30 AM

SECTION – I

INSTRUCTIONS TO TENDERER

The offer bid should contains the documents listed in the (Annexure-I) with covering letter on letter head (Tenderer should invariably mention their name, address etc. on left hand side of envelope for clear identification). The tenderer should sign in all the pages of EOI terms & Conditions as a token of acceptance

The sealed E.O.I. should be delivered in the office of the REGIONAL MANAGER, National Seed Corporation, R.O., Bangalore.

- Tenderer must affix seal and put address on the envelope.
- Tender/offer without the required documents listed in the (Annexure-I) will be rejected

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 (Annexure-II) 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 who accepts all the terms & conditions of E.O.I should participate and any conditional E.O.I. may be treated as null and void.
4. **DELIVERY OF Seeds:-** The seed is to be delivered as per our order, which will be issued as and when we received the indents from Department of Agriculture, Karnataka. Delivery period shall be as per Deliver order. Only those parties should participate in E.O.I. who are in a position to stick to the delivery period prescribed.
5. **QUOTATION OF PRICES:** - Tenderer should agree to supply at L-1rate of Department of Agriculture as decided by the Director of Agriculture for supply of seeds during Rabi 2015-16. The tenderer should quote the margin percentage accepted to extend on L-1 to NSC
6. **Packing Material:**Cost of the packing material shall be borne by the parties. If the packing material supplied by NSC and the cost of Packing material will be deducted from the bill while making the payment. **All supplies to the RSKs of Department of Agriculture shall be purely on consignment on F.O.R supply.**

7. Terms of Payment:

- A) The payment will be released by submission of Bills alongwith the acknowledgement issued by ADA/JDA (FORM I) and copy of permit issued by ADA to RSKs.
- B) As and when the farmer share received, the payment will be released after deduction of commission to NSC as quoted and approved by us.
- C) Balance payment i.e. Government Share will be released only after the receipt of amount from Department of Agriculture, Karnataka if all the terms and conditions fulfilled.

8. EARNEST MONEY:

a) Offer should essentially be accompanied by Earnest Money of Rs. 1, 00,000/- (Rupees ONE LAKH ONLY) by way of Demand Draft drawn of Nationalized/ Scheduled Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Bangalore. 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 without any interest. DD must be enclosed along with offer letter with other required documents as per (Annexure-I) and competency details. Any other pending payment due will not be considered as EMD. CHEQUES WILL NOT BE ACCEPTED.

b) Indian Seed Producer/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.

c) OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED 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.

9. FORMAT AND SIGNING OF E.O.I.: -

- a) Tenderer are required to submit their E.O.I. as per the prescribed Performa given in the E.O.I. document. 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. shall be signed by the Tenderer or person/persons duly authorized to sign the E.O.I. document. The letter of authorization shall be indicated in writing accompanying the E.O.I.
- b) All pages of the E.O.I. shall be initialed 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 initialed by the person or persons signing the

10. PROCEDURE FOR SUBMISSION OF E.O.I.: - The Tenderer shall seal the E.O.I. in separate envelope, duly marking the envelopes as SUPPLY OF SEEDS ON E.O.I TERMS& CONDITIONS

The offer Bid envelope shall include documents as listed in Annexure-I , duly filled E.O.I. Form –Annexure-II , Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of E.O.I. document, requisite EMD, profile of the company as per Section-III along with other document if any, in support of offer. All papers should be initialed with stamp by the person or persons signing the bid.

The envelope addressed to Regional Manager, National Seeds Corporation Ltd. Bangalore and super scribing thereon as Notice inviting for supply of Certified Seeds/ TL seeds on E.O.I. terms & Conditions

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

11. MODIFICATION AND WITHDRAWAL OF E.O.I.: - The Tenderer may modify or withdraw its E.O.I. after the E.O.I.'s submission, provided that written notice of the modification or withdrawal is received by the organizer prior to the deadline prescribed for submission of E.O.I.s.

12. 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 appointed time on the next working day.

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

14. 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, Bangalore.

15. 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 conditions or commissions which is to be extended to NSC and RSK's of the bid shall be sought, offered or permitted.

16. 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 to sign the contract in accordance in our terms & conditions

17. 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.

18. VALIDITY OF OFFER: The Tenderer shall keep their offers open for acceptance till **30th December 2015 whichever is later.**

19. AWARD CRITERIA: -

a) the NSC will award the contract to the successful Tenderer on merits whose bid has been determined to be substantially responsive and has been determined to meet out the supply as per the Terms and Conditions and should agree to supply at LI rate finalized by the Department of Agriculture by extending quoted service margin on L-1 to NSC

b) Cost of the packing material shall be borne by the parties if supplied by NSC the cost of Packing material will be deducted from the bill while releasing payment to the party.

c) All supplies are to be made to the RSKs of Department of Agriculture, shall be purely on consignment and F.O.R supply.

20. If the Corporation finds no party is agreed to supply the seeds on our E.O.I Terms and Conditions, the corporation have the right to give order to any party who's ever fulfill Award criteria of Terms & Conditions which shall be evolved on Merits of the party such as experience in seed line etc howeversometimesconditions may be relaxed by tender accepting authority for giving opportunity to all suppliers whomeets award criteria.

21. SPLITTING OF ORDERS: If one or more party quoted same service margin the split order will be issued as per the requirement of seed by NSC

22. 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.

23. CORPORATION'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - The NSC 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 organizer's action.

24. CONTRACTS:

SIGNING OF CONTRACT: - The successful tenderer within 15 days from date of acceptance shall execute an agreement in Rs.100/- non judicial paper. The E.O.I. document will be considered to be part of agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall production the stamp paper on behalf of the tenderer and send typed agreement for signature of the tenderer. The cost of stamp paper shall be recovered from the tenderer payments.

Failure of the successful tenderer to comply with the requirement as per Terms & Condition shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

25. 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 and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

(B) **Successful Tenderers:**

(i) After the successful tenderer has completed formalities as per Terms & Conditions, the earnest money deposit will be refundable to him/them. No interest shall be allowed on earnest money.

(ii) The security deposit will be released after completion of all transaction in this E.O.I 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 tenderer.

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

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SECTION - II

TERMS AND CONDITIONS OF THE E.O.I.

1. **Transfer and subletting:** - The Seed Organizer/producer i.e. Tenderer shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-** The Tenderer shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the Tenderer of the same and the Tenderer shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the Tenderer shall make good the amount so payable and the expenses incurred on that behalf. (please check)
3. The Tenderer shall be required to deliver the seeds as per the delivery order issued by NSC within scheduled time at the designated point. The tenderer has to submit the acknowledgement issued by the RSK as a proof of supply of seeds. If the seed left as unsold at RSK's it has to be lifted by the tenderer on his own cost.
4. Any complaint received on the quality of seeds at later stage, and if any compensation is to be paid it is the responsibility of the tenderer to pay the same. Any shortage reported at any point of time NSC will not take any responsibility for the loss of shortage
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.
6. **FACTUAL DATA:**
The past performance of the company or seed producers in respect of seed supplies of CERTIFIED/ FOUNDATION SEED TO NSC OR OTHER ORGANISATIONS during last year should be furnished in envelope.
 - a) 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.
 - b) The tenderer should give details of availability of certified seed with the production details such as FORM II copies and registration certificates from concerned seed certification agency.

7) The Tenderer shall supply only fresh produced Certified seeds Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards and also specifications of the Seed Act-1966. The seeds shall be supplied from the fresh stock and not from the revalidation stocks. If the seeds are Truthful labeled seeds, it should have the test report from state seeds testing laboratory and also to be tested from NSC Quality control labs

8) If applicable, The Tenderer shall prepare the Tax invoice in the name of NSC Ltd., Bangalore induplicate & submit the same along with the proof of delivery in respect of each consignment, duly acknowledged by RSK's with seal 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 party. Thereafter the payment will be rereleased only after release of Government share from the Department of Agriculture Karnataka. The VAT / CST No. should be invariably indicated in the invoices.

9) On acceptance of the EOI offer, the Tenderer shall have to execute the agreement on general stamp paper of required value within 15 days of awarding the contract to him at his cost. The successful 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.

10) Final agreement will be signed by Regional Manager, Bangalore 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.

11) The Tenderer 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 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.

12) The Tenderer who is under litigation with NSC or arbitration case pending in any of the NSC Regional offices or has issued/got issued a legal notice in the past is not liable to participate in the E.O.I.

13) 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.

14). Force majeure:-

a) Notwithstanding the provisions of E.O.I. form, the Tenderer/Supplier 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 /Supplier 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 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.

15). **Arbitration;** In the event of any question /dispute or difference arising between NSCL and the supplier on any matter covered by these Terms and Conditions or arising directly or indirectly there from or connected with these Terms and condition in any manner, the matter shall be referred to the Sole Arbitrator who may be appointed by the Chairman cum Managing Director, NSCL or by any other competent officer who at the relevant time is occupying the highest office in NSCL and has been delegated with such powers. The Supplier shall have no objection in this regard. Also the courts of Delhi/New Delhi alone shall have jurisdiction on adjudicate thereon. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

16). 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:-

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The Tenderer shall be required to produce the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation and NSC has right to forfeit the security.
2. The NSC reserves the right to accept or reject either in full or part of the E.O.I or all the E.O.I without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one seed producer.
3. In case of dispute arising out of the contract, the Seed suppliers shall have to agree to the decision of the sole arbitrator appointed by NSC whose decision will be binding on both the parties.
4. The court of law situated at Delhi will have the jurisdiction in matter related to this E.O.I or any dispute during the performance of the contract.
5. The seed producer shall be responsible for State Sales Tax/Central Sales Tax/VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the seed producer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in sampling the seed producer will be responsible for the consequences of violation of Seed Act and Seed Laws.
8. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the seed producer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. The seed producer will have to give name of the firm, name of the processing plant, godowns their postal addresses, telephone Nos., E-Mail, name of the responsible person in the E.O.I form itself so as to make further communication.
10. Seed producer/Organizer shall inform the raw seed arrival, processing & packing details fortnightly.

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

For the E.O.I use:

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

Date:

Supplier

Signature of the seed

Name:..... &

Seal Full Address:

.....

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT OF INDIA UNDERTAKING)
UAS CAMPUS, HEBBAL
BANGALORE-560024
(CIN NO: U 74899 DL 1963 PLC 003913)

ANNEXURE-I

PROFORMA OF TECHNICAL BID.

1	Name & address of the bidder	Particulars
2	Seed Producer's Reg. No. Allotted by SSCA	
3	Seed Processing plant Reg. No.	
4	Seed license No.	
5	VAT /TIN/.	
6	PAN No	
7	Seed Production. Experience in years	
8	Form No.II (Release order copies issued by SSCA)	
9	Account & RTGS Details of the Party	A/C No..... Name of the Bank..... IFSC code..... Name of the Branch

1. EMD Rs.1,00,000/- (Rs. One Lakhs Only) is enclosed vide Cash Receipt/DD No._____dated._____drawn in favour of National Seeds Corporation Limited payable at Bangalore.
2. The Photo copies of required documents from above S.No 1 to 8 are enclosed.

IS/Ohave read and understood the terms & conditions and I agree to abide by them.

Date: _____

Signature _____

Name _____

Complete Address _____

Seal _____

Phone No. _____

Fax No. _____

E-mail _____

ANNEXURE -II

FINANCIAL BID

(FORM FOR OFFER BY TENDERERS TO BE SUBMITTED ON LETTER HEAD IN SEALED ENVELOPE)

FROM:

M/S.....

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TO

THE REGIONAL MANAGER
NATIONAL SEEDS CORPORATION LTD
UAS CAMPUS, HEBBAL
BANGALORE-560024

Sir,

With reference to your tender for E.O.I notice, we hereby offer the following quantities of Groundnut Pods/ Kernels, Bengal Gram & Paddy seeds at L-1 rate fixed by KSDA during RABI 2015-16, as per the terms & conditions of the E.O.I. The particulars of offer are given below:

S. No	Crop/Variety	Class of Seed	Quantity in qtls required as per E.O.I	Quantity Offered (in Qtls.) By the Party	L-1 Rate per Qtl	Service margin offered by the party to NSC
1	Groundnut TMV-2 Pods	T/L	5000		7400	
2	Groundnut TMV-2 Kernels	T/L	5000		10900	
3	Paddy/Jaya	C/S	1500		2900.00	
4	Bengal Gram JAKI 9218	C/S	6000		6050.00	
4	Bengal Gram JAKI 9218	T/L	17000		5950.00	
5	Bengal Gram JG 11	T/L	3000		5950.00	

I hereby agree to supply at LI rate finalized by the Department of Agriculture

a) Agree to pay service margin to NSC as mentioned above

b) Cost of the packing material shall be borne by the parties if supplied by NSC the cost of Packing material will be deducted from the bill while releasing payment to the party.

c) All supplies are to be made to the RSKs of Department of Agriculture, shall be purely on consignment on F.O.R supply.

Date:

Place

Signature of Party

Name & Address / Seal/Mob.No/Fax no/e-mail.