

# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE : BANGALORE

(CINNO: U74899DL1963GOI003913)



## **TERMS & CONDITIONS OF TENDER CONTRACT FOR** **SUPPLY OF CERTIFIED SEEDS OF MAIZE AFRICAN TALL,**

**TENDER SHOULD BE SUBMITTED IN ONLINE ONLY**

DATE/TIME OF DOWNLOADING THE TENDER	:	07.07.2022 / 15.00 Hrs
DATE / TIME OF CLOSING OF TENDER	:	28.07.2022/ 15.00 Hrs
OPENING OF TENDER(TECHNICALBID)	:	28.07.2022/ 16.00 Hrs.
OPENING OF TENDER (FINANCIAL BID)	:	IMMEDIATELY - AFTER EVALUATION OF TECHNICAL BID.
COST OF TENDER FORM (Non Refundable)	:	Rs.1180/- (Inclusive of 18 % GST) can be done through Online mode in E-nivida gateway

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# National Seeds Corporation Limited

(A Government of India Undertaking)  
REGIONAL OFFICE BANGALORE  
UAS CAMPUS HEBBAL  
BANGALORE 560024

## NOTICE INVITING E-TENDER

No.7(4)/Tender/NSC-BNG/2022-23/001

Date:06.07.2022

National Seeds Corporation Limited, Regional office, Bangalore invite tenders through e-tendering for purchase of Certified seeds of Fodder Maize African Tall from reputed seed producers.

Particulars	Details
Name of the tender	Purchase of Certified seeds of Fodder Maize A Tall
Quantity Required (in quintals)	3000.00
Destination for supply	FOR Karnataka& Ex Godown
Date of issue of NIT	06.07.2022
Tender Document Download Start Date/time from website <a href="https://indiaseeds.enivida.com">https://indiaseeds.enivida.com</a>	07.07.2022 (15.00 Hrs.)
Tender Document Download End Date/time	28.07.2022 (Till 15.00 Hrs.)
Date and time for submission of online bid	From 07.07.2022(15.00 Hrs) to 28.07.2022 Till 15.00Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC, RO Bangalore	28.07.2022 at 16.00 Hrs.
Tender Fee (To be deposited online)	As mentioned in portal.
EMD(To be deposited online)	Rs. 200000/- (Rupees Two lakhs only) EMD Payment can be done through Online mode in E-nivida portal <a href="https://indiaseeds.enivida.com/">https://indiaseeds.enivida.com/</a>
Address for Communication	National Seeds Corporation Limited Regional office UAS Campus - Hebbal Bangalore 560024
Clarification required if any, the Contact Person is Incharge Marketing Contact during working days from 15.00 Hrs. on 07.07.2022 to 15.00 Hrs. on 28.07.2022	Incharge Marketing <i>Email:mktg.nscbangalore@gmail.com</i> <i>Ph.080-23415816</i>

1. Tender without EMD and cost of tender (to be deposited through online) will be rejected.
2. NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.
3. The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.enivida.com>).

Regional Manager

# PART – A

# NATIONAL SEEDS CORPORATION LIMITED - BANGALORE

## SECTION-I

### INSTRUCTIONS TO THE BIDDER'S

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com)
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after un-mapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ / SoQ / Price Bid / Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ / SoQ/ Price Bid / Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the Bid-Sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc.) as mentioned in the tender document, before submitting the bid.

13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least ONE Week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

<b>Technical Support</b>	
<b>Phone</b>	<b>8448288980,8448288989,8448288987,8448288986,8448288994</b>
<b>Email ID</b>	EPROHELPDESK.03@GMAIL.COM, EPROHELPDESK.01@GMAIL.COM, <a href="mailto:EPROHELPDESK.06@GMAIL.COM">EPROHELPDESK.06@GMAIL.COM</a> , EPROHELPDESK.44@GMAIL.COM

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# PART –B

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

**Short Term E- Procurement Tender**

**Tender For Supply of Certified seeds of Fodder Maize African Tall,**

National Seeds Corporation Limited (NSC) desires to purchase Certified seeds of Fodder Maize African Tall (3000.00 Qtls) through reputed seed producers. Each Tenderer has to submit in two bid system.

**Procedure for submission of e-tender:**

Each Tenderer shall submit in two parts.

1. **TECHNICAL BID:**

The TECHNICAL BID shall be submitted as per PART A, this contains the details of organisation, company profile, details of experience, EMD etc.

2. **FINANCIAL BID**

The Financial Bid for supply of Certified seeds of Fodder Maize African Tall. **Each Tenderer has to quote financial offers on per quintal basis as per PART B in e-portal.**



## **Tender For Supply of Certified seeds of Fodder Maize African Tall (3000.00 qtls),**

1. Rate shall be quoted in Rs. Per Qtl **FOR Karnataka and Ex Godown** for the net final cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight).The packing size is 5 kg. A leaflet in preferred local language and English giving warning and information about chemical and the procedure to treat the seed should be kept inside the seed packet. If poisonous / toxic effects are noticed by farmers while handling, tenderers should specify the antidote in leaflet. A leaflet indicating package of practices in preferred local language and English should be placed in each seed packet.
2. The tender shall be accompanied by interest free EMD of Rs. 200000/- (Rupees Two Lakhs only) through NEFT/RTGS after generating E- Challan from <https://indiaseeds.enivida.com>. Tenders without EMD may be rejected. EMD of unsuccessful Tenderer except the lowest three will be returned through RTGS within 45 days of tender opening. If the L1 party agrees to supply entire tender quantity, then the EMD of L2 & L3 will be returned after making agreement with the L1 party. If the quantity offered by the L1 party is less than the tender quantity then, L2 and L3 parties will be asked for supply of balance tender quantity at L1 rate if not accepted EMD will be returned through RTGS within 30 days of non-acceptance. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose. Only MSME's are exempted for payment of EMD subject to valid documentary proof of registration with NSIC.
3. Tenders may upload their bid up to 3.00 PM. On **28.07.2022** and technical bids will be opened on the same date and place at 4.00 PM. in the presence of those Tenderer who may wish to be present. The hard copies of technical bid have to be submitted on or before 28.07.2022 at 4.00 pm. Financial Bids will be opened for those whose Technical Bid will be in order as per NIT. Tenders received after the due date and time may be rejected.
4. The Supplier's offer shall be valid at least for **six months from date of signing of Agreement by the tenderer** and can be extended for a period of three months if required only on mutual consent.
5. Suppliers having minimum of two years' experience in supply of Fodder Maize African Tall seeds to Department/PSUs are eligible to participate in the tender.
6. The quantity offered should be for at least 25 % of requirement of the relevant variety. Delivery of the entire quantity offered by the Tenderer and agreed to by NSC should be as per supply schedule. Failure to delivery 90% of the quantity approved by NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to for delayed supplies penalty of Rs. 2/- per day Qtls. will be charged.
7. The successful Tenderer shall remit interest free Security Deposit @ 3% of the total value of the supply at the approved rate. EMD of the successful Tenderer can be adjusted in the security amount. The balance amount shall be remitted within five working days from the date of receiving the NSC's purchase order / intimation or the same will be deducted from your first bill as Security deposit and will be released only after successful completion of total transactions.

8. If any information provided by the tenderer in both Technical bid and Commercial bid is found to be factually false or misleading, such tenders will be summarily rejected at any time during the validity of the tender and liable for criminal and civil action against such firm or company.
9. The successful Tenderer shall at his cost execute an Agreement with NSC on Rs 200/- non-judicial stamp paper of required value for arranging the supply as per the Terms and Conditions, sign each page of the Terms & Conditions and submit the same to NSC along with the Security Deposit.
10. NSC may accept more than one supplier at L 1 rate in order to ensure multiple sources.
11. The seed shall be fresh, processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operations from time to time.
12. The supplier and NSC will jointly arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags.
13. The supplier shall make available to NSC a copy of the Release order/ Certificate issued by the state Seed Certification Agency (SSCA) for each lot before delivery to NSC and a copy of Area Registration certificate obtained from Certification Agency to be uploaded in the technical bid.
14. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have then analysed in NSC's Quality Control Laboratory (QCL) or any other laboratory identified by NSC. **Only the lot cleared both in the STL, SSCA and NSC QCL lab for Certified Seed will be finally accepted by NSC for procurement.**
15. The supplier has to arrange for certification with KSSOCA / Seed certification Agency for packing. The relevant charges for certification tag, thread, lead seal, arranging packing, i.e. seed treatment, weighment, labelling & tagging, sealing, stacking have to be borne by the supplier and all these works have to be carried out under the supervision of NSC official.
16. The seed stock shall conform to the quality and quantity specifications prescribed in the Minimum Seed Certification Standards 2013, as amended from time to time and shall possess good physical appearance, free from ODV, insect infestation and lustre to NSC's satisfaction.
17. Supplier's failure to arrange the supply as per the terms & conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting supplier.
18. NSC may increase the final requirement from the quantity in the NIT. Normally, the increase may not exceed 25% of the NIT quantity. If required, NSC may repeat the order for the additional quantity after remitting the additional security deposit. Beyond 25%, the increase will be with the consent of the supplier.

19. After receipt of acknowledgment from Consignee, NSC will release 80% payment to supplier through RTGS within 30 days from submission of bills subject to fulfilling the requirements set out in the terms & conditions.
20. NSC will retain 20% payment along with Security Deposit as retention money for 120 days from the date of supply.
21. The Supplier shall, at his cost, take back part or full quantity of such stock proved defective on receipt by / delivery to NSC or unsold quantity (Consignment basis).
22. In the event of any dispute / complaint with reference to the seed quality, if the responsibility of the supplier is proved / established, he shall bear the loss / damage, if any sustained by NSC to relevant extent.
23. Conditional offers shall not be accepted and the Tenderer shall not impose any additional terms / conditions.
24. NSC reserves the right to accept / reject any or all the tenders without assigning any reason what-so-ever.
25. **FORCE MAJEURE CLAUSE:** Notwithstanding the provisions of GCC clauses, the Tender shall not be liable for termination for default, if and to the extent that, its delay in performance or failure to perform its obligations under the contract is the result of an event of force majeure as notified by the Government. For purposes of this clause, “**Force majeure**” means, an event beyond the control of the service provider and not involving the Tender provide a fault or negligence and not feasible. Such events may include, but are not limited to, acts of the procurement entity either in its sovereign or contractual capacity, wars or revolutions, fires, floods epidemics, quarantine restrictions and freight embargoes. If a force majeure situation arises, the Tenderer shall promptly notify the procurement entity in writing of such conditions and the cause thereof, unless otherwise directed by the procurement entity in writing, the Service provider shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. In case of any dispute arises between NSC and other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, disputes remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration and conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

### **OTHER TERMS & CONDITIONS.**

1. 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 rate only. The agreement can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
2. The Tenderer shall be responsible for State Sales Tax/Central Sales Tax/VAT and Income-tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
3. NSC will not responsible for the losses incurred to the supplier / Tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
4. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in seed testing the Tenderer will be responsible for the consequence of violation of Seed Act and Seed Laws.
5. 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 Tenderer shall be responsible for the legal consequence of Weights & Measures Department, if any.
6. The Tenderer will have to give the name of the firm, name of the processing plant, godown their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

**NATIONAL SEEDS CORPORATION LIMITED**  
**REGIONAL OFFICE: BANGALORE**  
**TECHNICAL BID**

**Details should be filled up in e-Tender Portal and Attach the all valid documents in support of claim**

**1. Particulars of the company/firm:**

- (a) Name & address of the bidder:
- (b) Seed Producer's Reg. No. with SSCA:
- (c) Seed Processing plant Reg. No. & Validity:
- (d) Seed Licence No.& Validity:
- (e) Total Seed Prodn. experience years:
- (f) GST / VAT / TIN /Service Tax Number:
- (g) PAN Number:
- (h) ITR for FY 2020-21
- (i) ITR for FY 2019-20
- (j) Particulars of Banker (Branch/IFSC/MICR/Address etc.)

**2. Experience of Fodder Seeds supply during last two years.**

- a) 2021-22
- b) 2020-21

**3. Quantity Offered**

S.No	Crop /variety	Quantity offered in quintals	Stock Point Address for physical verification & Sampling
1	Fodder Maize African Tall CS		

**4. Authorization Letter of Competent Authority to sign this Tender Document. (Copy Encl)**

**5. Declaration by the tenderer for having not blacklisted in last 3 years. In any part of the country duly attested by notary.**

**6. Acceptance Letter in below format to be attached in Company Letter Head.**

With reference to your advertisement in the e-portal, we hereby quote our most competitive offer for the fresh Certified seeds of Fodder Maize A Tall (3000.00 Qtls). I have read and understood e-Tender Terms& Conditions and I agree to abide by them. I hereby certify that all the information mentioned above are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSC Management.

Date: \_\_\_\_\_  
Place: \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Complete Address \_\_\_\_\_  
Seal \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-mail \_\_\_\_\_

**NATIONAL SEEDS CORPORATION LIMITED**  
**REGIONAL OFFICE: BANGALORE**

**FINANCIAL BID**

**Details should be filled up in e-Tender Portal**

S. No	Crop	Variety	Class of Seed	Packing Size	Quantity offered (Qtls.)	Rate (Rs. /Qtls.) for final, cleaned/graded quantity in NSC packing	
						FOR Karnataka	EX Godown
1	Maize	A Tall	C/s	5 kg			

Note:

- 1) The quantity offered in technical bid should be same as that of quantity offered in financial bid.
- 2) Rate to be quoted in Rs. Per quintal.(Rs./Qtl)

## ADDITIONAL INSTRUCTIONS FOR VENDORS

The bidders are required to submit soft copies of their bid electronically on the E-nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the E-nivida Portal. For more information, bidders may visit the Portal (<https://indiaseeds.enivida.com>)

### 1. REGISTRATION PROCESS ON ONLINE PORTAL

- (a) Bidders to enrol on the E-nivida module of the portal <https://indiaseeds.enivida.com>. By clicking on the link "Bidder Enrolment".
- (b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-nivida Portal.
- (c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- (d) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- (e) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (f) After registration send mail to Helpdesk: [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com) for Account activation.
- (g) As per portal norms Registration Fee will be applicable.

### 2. TENDER DOCUMENTS SEARCH

- (a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, estimated value, Date, other keywords, etc. to search for a tender published on the Online Portal.
- (b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'Interested tenders' folder.
- (c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### 3. BID PREPARATION

- (a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- (b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- (c) Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviations from these may lead to rejection of the bid.
- (d) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLSX/PNG, etc. formats.

### 4. BID SUBMISSION

- (a) Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (b) The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- (d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- (e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- (f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (g) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- (h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- (i) As per portal norms Tender Processing Fee will be applicable.



## 5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## 6. ASSISTANCE TO BIDDERS

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- (b) Any queries relating to the process of online bid submission or queries relating to e-nivida Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, [eprochelpdesk.01@gmail.com](mailto:eprochelpdesk.01@gmail.com), [eprochelpdesk.44@gmail.com](mailto:eprochelpdesk.44@gmail.com), [eprochelpdesk.06@gmail.com](mailto:eprochelpdesk.06@gmail.com)
- (c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- (d) The bid should be submitted through E-nivida portal (<https://indiaseeds.enivida.com/>) only.
- (e) All payments should be done through E-nivida Payment gateway.