

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

PLOT NO. 24, PHASE – 9, INDUSTRIAL AREA,

REGIONAL OFFICE: MOHALI - CHANDIGARH

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF TENDER/ CONTRACT

FOR

SUPPLY OF 40,000 QTLS DHAINCHA TL SEED

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ON LINE ONLY

DATE FOR DOWNLOADING THE TENDER	16.02.2023
DATE & TIME FOR RECEIPT OF BIDS	01.03.2023 UP TO 01:00 PM
DATE & TIME FOR OPENING OF TECHNICAL BIDS	01.03.2023 AT 2:00 PM
DATE & TIME FOR OPENING OF FINANCIAL BIDS	01.03.2022 AT 4:00 PM
COST OF TENDER FORM (Non-refundable)	Rs. 1180/- (Including GST)
CONTACT DETAILS	0172-2214388, 0172-2215388 rm.chandigarh@indiaseeds.com chandigarhnsc@gmail.com

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National Seeds Corporation Limited

(A Government of India Undertaking)

Plot No.24,Phase No.9, Industrial Area

Regional Office: Mohali-Chandigarh

Phone No.0172-2214388/2215388

No. (OS/Dhaincha-2)/Mktg/NSC-CHD/2022-23

Dated: 16.02.2023

NOTICE INVITING E – TENDER

National Seeds Corporation (A Govt. Of India Undertaking) Mohali invites E-Tenders in two bids system (Technical & Financial) for purchase of **40,000 Qtls. DHAINCHA TL seed**. Therefore, interested parties are requested to **submit their offer online up to 1.00 PM on 01.03.2023** at NSC, Regional Office, Plot No.24, Phase-9, Industrial Area Mohali. The tender shall be opened on same date & venue at 2.00 PM in the presence of tenderers, if any. **Minimum quantity offered should be 30% of tendered quantity.**

Accordingly details of Terms & Conditions can be obtained from website www.indiaseeds.com & <https://indiaseeds.enivida.com> such parties have to deposit **Rs. 1180/- (Including GST) being cost of E-Tender documents online**. The undersigned reserves the right to accept/cancel all or any Tender without any reason. **Any further corrigendum(s) to this tender shall be published only on our e-portals <https://indiaseeds.enivida.com>**

Particulars	Details
Date of publish of NIT	16.02.2023
Tender Document Downloading Date	16.02.2023
Cut-off Date & time for submission of online bid	01.03.2023 & 01:00 PM
Date and time of opening of Technical Bid via Online mode at NSC, RO Mohali	01.03.2023 & 02:00 PM
Tender Fee including GST (To be deposited online to NSC Ltd Mohali)	Rs. 1180/- (Rupees One Thousand One Hundred Eighty only)
EMD (To be deposited online to NSC Ltd Mohali)	Rs. 20,00,000/- (Rupees Twenty Lakhs Only)
Address for Communication	National Seeds Corporation Limited Plot no.24 Phase-9, Industrial Area, Mohali – 160062
Contact Details (with Phone No & E-Mail)	Email: rm.chandigarh@indiaseeds.com Ph.0172-2214388 / 0172-2215388

This Tender Document contains Three Parts

PART A: Background, Job requirements, Deliverables and other operational aspects, Eligibility criteria, Instructions to bidders (SECTION-I for ONLINE MODE & SECTION II General Instructions); General Terms and Conditions & **Technical Bid: Annex-I** with Affidavit 1 & 2.

PART B: Annexe II/Format for Financial Bid Submission.

PART C: Annexure – III Agreement Format (English)

Regional Manager

PART-A

NATIONAL SEEDS CORPORATION LTD.

SECTION - I

INSTRUCTIONS TO BIDDER – ONLINE MODE

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
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 unmapping 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 bidsheet. 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 1 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.

Technical Support - Phone: 9355030617, 8448288980
Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com, enivida2021@gmail.com

NATIONAL SEEDS CORPORATION LIMITED

SECTION - II

INSTRUCTIONS TO BIDDER

ADVICE FOR BIDDERS: The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in the tender document

TENDER FEE (Non Refundable): Tender Fee Rs.1180/- (including GST) (Rupees One Thousand One Hundred Eighty Only) must be deposited online to NSC Ltd Mohali mode only (As per instruction SECTION-I)

EARNEST MONEY (Refundable):

- The tender shall be accompanied with interest free **Earnest Money Deposit (EMD) Rs. 20.00 Lakh.** EMD shall be remitted through RTGS/NEFT ONLY in favor of National Seeds Corporation Ltd. Mohali. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 30 days from tender opening. Outstanding amount, if any, of the supplier with NSC will not be considered for EMD. (As per instruction SECTION-I)
- Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units, the MSME vendors having Udyog Aadhar Memorandum or registered with DIC, KVIC, KBIV or any other body specified by Ministry of MSME shall be provided benefits under the said policy, provided valid certificate submitted by the bidder in the online tender

SECURITY DEPOSIT:

The successful tenderer shall remit interest free **Security Deposit @ 3% of the total value of the supply order** at the approved rate. This SD shall be deposited through RTGS/NEFT ONLY in favor of National Seeds Corporation Ltd. Mohali within five working days from the date of receiving the NSC's purchase order / intimation. **EMD of the successful tenderer can be adjusted in the security amount.** Failure to remit the Security Deposit will imply forfeiture of EMD. The Security deposit shall be refunded after **180 days**, subject to the deal is deemed to have been completed satisfactorily and there is no serious complaint from the farmers regarding germination and quality of the seed supplied by the tenderer.

ELIGIBILITY CRITERIA:

- The criteria as fixed as per Part – A (Annexure – I).

SUBMISSION OF OFFER: Offer must be submitted in prescribed tender input form in Online Mode only. Only that party should tender who accepts all the terms & conditions. The conditional tender is not acceptable.

DELIVERY OF THE PRODUCT: As indicated in **PART –A** (Deliverables and other operational aspects)

BID OPENING AND EVALUATION: Bids will be opened in Online Mode (As per instruction SECTION-I)

AWARD OF CONTRACT:

- **Award Criteria:** Purchase committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.

- **Notification of award:** Prior to the expiration of the period of bid validity Selection Committee will place a Firm order or notify the successful Bidder in writing.
- **Cancellation of Work order / AMC Services:** NSC reserves the right to cancel the contract /AMC service at any stage (by giving the notice in writing) due to non-satisfactory services of the selected firm.

CLARIFICATION OF BIDS: To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, asks the Bidder 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.

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

- (a) If a Bidder withdraws its tender during the period of Tender validity specified on the Tender Form:
OR
- (b) In case of a successful Bidder, if Bidder fails:
 - (i) To sign the contract in accordance with Contract Clause (As mentioned below)
 - (ii) To furnish security deposit in accordance with Contract Clause (As mentioned below)

CONTRACTS:

(a) SIGNING OF CONTRACT:

The successful Bidders within 5 days from date of issue of the Purchase Order, shall sign and date agreement as per the format given (**Part- C/Annexure-III**) of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in **Other Terms & Conditions at page No. 10-11** of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the Bidder and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful Bidder.

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” as under.

“In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the issue under the provisions of Arbitration & 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.

If the claims involved in a dispute are of more than Rs.1.00 lakh the arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act, 1996 as amended from time to time.

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 for arbitration to the sole arbitrator in the

Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation 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.”

VALIDITY OF OFFER: The Bidder shall keep their offers open for acceptance for a **period of 180 days** from the date of opening of the tender. In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Bidders with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Purchaser / Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected tenderers of the grounds for the purchaser’s action.

GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited (NSC) desires to purchase Dhaincha TL seed 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 (Annexure – I), this contains the details of organization, company profile, details of experience, EMD etc.

2. FINANCIAL BID:

The Financial Bid for supply of Dhaincha TL seed should quote **Rate Rs. / Qtl.** basis as per PART B (Annexure – II) in e-portal.

S. No.	Crop	Variety	Class of Seed	Quantity Required (Qtls.)	Packing Size
1	Dhaincha	Local	TL	40000	10/20 Kg HDPE/BOPP/Jute / Cloth Bag

OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in **Rs. per Qtl** for net final cleaned / graded TL seed packed in NSC packing (exclusive of bag weight) F.O.R. Haryana and Punjab State on Consignment & Confirm supply basis. **The rates shall be all inclusive of packing material (HDPE/BOPP/Jute/Cloth Bags)** and no other claim on taxes etc., if any; leviable shall be entertained by NSC. **Packing material design will be provided by NSC.**
2. The actual producers / societies / seed companies' / seed suppliers are eligible to participate in the tender. If any of the tenderer, wants to supply the quantities from their other sister concerned firm(s), should invariably be mentioned clear cut in the tender document with supporting documents. The payment will be made to original/main tenderer. The tenderers can offer and quote for **minimum 30% quantity of tendered quantity** for supply of **Dhaincha TL** seeds.
3. The tender shall be accompanied with interest free **Earnest Money Deposit (EMD) Rs. 20.00 Lakh. EMD shall be remitted through RTGS/NEFT ONLY in favor of National Seeds Corporation Ltd. Mohali.** EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be **returned within 30 days** from tender opening date. The tender participants registered with NSIC / Govt. organization are exempted from EMD deposit. Outstanding amount, if any, of the supplier with NSC will not be considered for EMD.
4. The Tender will be opened on the scheduled date and time specified in the NIT. In case of any unforeseen reasons if the bid is not opened on schedule date and time, both bids Technical as well as Financial will be opened on next day at the scheduled time.
5. The supplier's offer shall be valid at least for **180 days**. Dispatch and delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence according to the delivery schedule given by NSC. Failure to deliver 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 deliberate delayed supplies; penalty of Rs. 2/- per day per Qtl. will be charged.
6. The successful tenderer shall remit interest free **security deposit @ 3% of the total value of the supply order** at the approved rate. This **deposit shall be remitted through RTGS/NEFT ONLY in favor of National Seeds Corporation Ltd. Mohali** within five working days from the date of receiving the NSC's purchase order / intimation. **EMD of the successful tenderer can be adjusted in the security amount.** Failure to remit the Security Deposit will imply forfeiture of EMD. The Security deposit shall be refunded after **180 days**, subject to the deal is deemed to have been completed satisfactorily and there is no serious complaint from the farmers regarding germination and quality of the seed supplied by the tenderer.
7. The successful tenderer will execute a formal agreement with NSC on **non-judicial stamp paper of Rs. 500/-** for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.
8. The seed shall be processed & packed as per NSC's requirement at the supplier's premises at his cost and expenses. NSC shall have the right to inspect the operations of processing, grading, packing, dispatches etc. at supplier's premises/supply points from time to time. The packing material is to be arranged by the supplier at his cost. NSC will provide the printing matter for the same. However, in case the packing material is made available by NSC, then the cost of packing material will be deducted from the amount payable to the supplier.
9. NSC will draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in any lab identified by NSC. **In case of TL lots meeting standard in QCL lab while for CS supply lots meeting standard both in STL and QCL are essential.** Only the lot cleared by the lab as above will be finally accepted by NSC. NSC may draw samples for 25 % more quantity than the offered quantity to ensure that in the event of failure of any lot in the Lab, there is no shortfall in the supply from the ordered quantity.
10. The seed stock shall conform to the quality specifications, prescribed in the **Indian Minimum Seed Certification Standards (IMSCS)** as amended from time to time and shall possess good physical appearance and subjected to NSC's satisfaction with regard to quality, physical & genetical status.
11. Supplier's failure to arrange the supply as per the terms and conditions will entitle NSC to Forfeit the EMD and security deposit and Firm will be black listed for future supply.
13. **The seed will be procured on actual requirement basis.** NSC may increase or decrease the quantity given in the NIT upto 100%, if required; NSC may repeat the order for the additional quantity within six months from the date of Security Deposit remittance. The purchase order will be issued from time to time as and when the demand is received within season. NSC does not guarantee 100% lifting of offered quantity.

14. In case of so procured seed is supplied to NSC authorized dealers, 90% payment to the tenderer will be made through RTGS on the receipt of the bills and balance 10% after 90 days subject to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and acceptance.
12. In case of government supply, payment will be made on above ratio i.e. 90 % payment will be released within 30 days of receipt of payment against supply of seed from the concerned Govt. Department and balance 10% after 90 days subject to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and acceptance and no field complaint is received.
13. The NSC staff and the representative of Department of Agriculture, J&K; Haryana; Himachal Pradesh and Punjab State shall inspect the quality of Seed at the time of dispatch.
14. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
15. In the event of any dispute/complaint with reference to the seed quality, if any, at any stage the responsibility of the supplier is proved/ established he shall bear the loss/damage; if any, sustained by NSC to the relevant extent.
16. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
17. The tenderer shall make available to NSC a copy of the release order/certificate issued by SSCA for each seed lot delivered to NSC in case of certified seed.
18. The tenderer shall be responsible for GST and income tax liabilities if any. NSC will not carry any tax liability related with the transactions.
19. NSC will not be responsible for the losses incurred to the tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
20. Quality control inspectors of the concerned State may draw the samples of the stocks. In case the stock failed in test results the tenderer will be responsible for the consequences of violation of seed act and seed laws and losses caused to NSC and payment of such lots shall not be released to the supplier.
21. The weight of 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 tenderer shall be responsible for the legal consequences of weight and measurement Department.
22. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.
23. The tenderer shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to non-compliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
24. The Packing size will be as given in Section – III (General Terms and Conditions of the contract) (Page No. 9) (Net weight; Exclusive of packing material) at the time of delivery to farmers.
25. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible to participate in the tender.
26. The Regional Manager reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Regional Manger further reserves the right to award contract/ issue the order for supplies to more than one tenderer.
27. In case of dispute arising out of the contract the party/ parties shall have to agree to the decision of the sole arbitrator appointed by CMD of NSC or the officer in organization holding the highest position with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue whose decision will be binding on both the parties.
28. The Court of law situated at Delhi will have the jurisdiction in matter related to this tender or /and dispute during the performance of the contract. The seed suppliers will have to give name of the firm/individual, their postal addresses, telephone Nos., E-Mail, name of the responsible person in the tender form itself so as to make further communication.
29. The tenderer has to submit the source of planting material and Seed Directory (Farmer List).
(I have read and understood the forgoing terms and conditions and I agreed to abide by them.)

Date
Place

Signature of the tenderer
Name Address (with seal)

PART – A

Annexure – I (Technical Bid)

(To be filled online and scanned copy to be uploaded in the NIT)

National Seeds Corporation Limited

(A Government of India Undertaking)
Plot No.24, Phase No.9, Industrial Area

Regional Office: Mohali-Chandigarh

Owner's Photo

Self Attested

TENDER FOR PURCHASE OF DHAINCHA TL SEED THROUGH OUTSOURCING; Out of Fresh Production

TECHNICAL BID / COMPETENCY DETAILS:

01.	Name of Tenderer			
02	Authorized Signatory (Name & Contact Details)			
03	Address: i) Office:			
	ii)Plant:			
04	Name of responsible person to handle the business:			
	S. No.	Name of Person	Designation	Cell No.
	1.			
	2.			
05.	Firm Registration Certificate No.			
06.	Seed License No.			
07.	Seed Certification Agency Plant Registration No.			
08.	PAN No			
09	GST No			
10	i) Name & Address of Banker: ii) Account Number: iii) IFSC Code: iv) Branch Code:			

11. Total Physical / Financial Turn over:

S. No.	Financial Year	Physical Quantity (in Qtls.)	Financial Turnover (Turnover in Rs. Lakhs)
1	2021-22		
2	2020-21		

12. Organized production for the quoted items:

S. No.	Crop / Variety	Season	Area Implemented (Hectare)	Quantity Expected (Qtls.)	Expected Productivity per Hectare	Location of production programme District/Town
1						
2						
3						
4						

(Separate sheet to be attached if required)

13. Quantity Offered –

S. No	Crop/Variety	Class	Tender Qty (Qtls)	Quantity offered (Qtls)	Stock Point Address for physical verification & Sampling
1					
2					
3					
4.					

14. E.M.D. Details –

- i) DD/UTR No.
- ii) Bank
- iii) Amount

Above information is true to our knowledge and belief.

Signature of Tenderer

Stamp

Date: -----

AFFIDAVIT CERTIFICATE – 1

(On Non Judicial Stamp Paper)

I, _____(Name, Designation and Address) hereby declares that my firm / Company has not been debarred/ black listed by any of the Govt. Department / Govt. Agencies where I had supplied the seeds/material during the last _____ years and also no arbitration case pending in NSC office.

Name _____

Designation _____

Name of the Firm/Company _____

Full Address _____

Rubber Stamp _____

Place: _____

Dated: _____

AFFIDAVIT CERTIFICATE – 2

(On Non Judicial Stamp Paper)

I _____(Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm 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

- Technical Bid (Annexure-1)
- Tender Fee & EMD Details
- Certification of Registration of Firm or an affidavit of ownership if proprietary firm / sole traders (Rs. 100/- notarized stamp paper) / Partnership Deed if Partnership Firm (Whichever is applicable)
- Authorization/Resolution for signing of bid if it is limited company or partnership firm.
- If representative participating, letter of authorization to participate in the tender opening/ negotiation of rate.
- Valid Seed Processing Plant Reg. certificate
- Valid Seed Business License from State Agriculture Department.
- A copy of PAN No. & GST Registration No.
- Income-tax Return & Balance sheet statement along with P&L for last two years
- Affidavit certificate that not black listed and no arbitration case pending in given format (on Rs. 100/- non-judicial stamp paper duly notarized)
- Affidavit no circumstances exceeded lowest price of identical goods to Govt./Semi Govt. Organizations in given format (on Rs. 100/- non-judicial stamp paper duly notarized)
- MSME/NSIC Certificate with proper validity for quoted item.
- Average Annual Turnover of the firms should not be less than Rs. 5.00 Crore during past two years
- Source of planting material and Seed Directory (Farmer List)
- Each and every concerned page of tender document should be signed with stamp of authorized signatory tenderer.
- Other document if any in support of the tender.

Note: - In absence of any of above listed documents, tender may be considered for rejection.

PART – B

ANNEXURE – II (FINANCIAL BID)

(To Be filled online only)

From:

M/s -----

To,

The Regional Manager
National Seeds Corporation Ltd.
Plot No. 24, Phase 9,
Industrial Area,
Mohali.

Sir,

With reference to your advertisement in the Newspaper/e-portal dated for supply of Dhaincha TL seed as per the terms and conditions provided by you on NSC website; we are pleased to offer our competitive rates as under -

S. No	Crop/ Variety	Class of Seed	Packing Size (Kg.)	T&C of Rates	Tender Qty (Qtls.)	Qty. offered (Qtls.)	Rate (Rs./Qtls.) for final, cleaned/graded quantity in NSC PACKING	
							F.O.R, Supply	
							Haryana	Punjab
1	Dhaincha Local	TL	10/20 Kg	On Consignment supply basis	40000			
2				On Confirm supply Basis				

Signature of the party with Name:

Seal:

Date:

Phone / Mobile No:

PART - C
ANNEXURE - III
AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, 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 "supplier" 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 seed invited offers vide tender No. _____

AND WHEREAS the supplier submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with supplier for the supplies of seed/ material as per specifications & quantities mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in Section-III of tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the issue under the provisions of Arbitration & 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.

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 sole 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.

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. Mohali:

Witness

1.

2.

Witness

1.

2.