



राष्ट्रीय बीज निगम लिमिटेड
(भारत सरकार का उपक्रम – मिनिरातना कम्पनी)
प्लॉट नं. 24, इंडस्ट्रियल एरिया, फेज 9,
मोहाली- 160 062
फोन: 0172-2214388/2215388/फैक्स 2213388
Email: rm.chandigarh@indiaseeds.com

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING – MINIRATNA COMPANY)
PLOT NO. 24, INDUSTRIAL AREA, PHASE – 9,
MOHALI – 160 062
(PHONE) 0172-2214388/2215388 (FAX) 2213388
Email: rm.chandigarh@indiaseeds.com

No. Prodn.34 (NIT)/NSC-CHD/2024-25/

दिनांक: 06.08.2024

ई-निविदा सूचना

नेशनल सीड्स कॉर्पोरेशन लिमिटेड (भारत सरकार का उपक्रम) मोहाली दो बिड प्रणाली (तकनीकी एवं वित्तीय) में आलू किस्म कुफ़री ज्योति के आधारीय बीज मात्रा 4500 कुंटल की खरीद हेतु अनुभवी बीज उत्पादकों, संस्थाओं इत्यादि से 21 दिनों हेतु अल्प अवधि ऑनलाइन ई-निविदा आमंत्रित करता है। ऑनलाइन निविदा दिनांक 26.08.2024, दोपहर 1.00 बजे तक ही प्राप्त की जा सकेगी एवं निविदा उसी दिन दोपहर 2.00 बजे खोली जाएगी। निविदा की समस्त नियम एवं शर्तें एनएससी की वेबसाइट www.indiaseeds.com, & <https://indiaseeds.enivida.com> पर उपलब्ध है। आवश्यकतानुसार सूचना, शुद्धि पत्र इत्यादि नेशनल सीड्स कॉर्पोरेशन की वेबसाइट पर ही उपलब्ध होंगे।

क्षेत्रीय प्रबन्धक

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

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

REGIONAL OFFICE: MOHALI

(CIN NO: U 74899 DL 1963 GOI 003913)



TERMS & CONDITIONS OF TENDER/ CONTRACT

FOR

SUPPLY OF FOUNDATION SEEDS OF DIFFERENT CROPS AND VARIETIES

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM **ON LINE** ONLY

DATE FOR DOWNLOADING THE TENDER	07.08.2024
LAST DATE & TIME FOR RECEIPT OF BIDS	26.08.2024 up to 1.00 p.m.
DATE & TIME FOR OPENING OF TECHNICAL BIDS	26.08.2024 at 2.00 p.m.
DATE FOR OPENING OF FINANCIAL BIDS	26.08.2024 at 4.00 p.m.
COST OF TENDER FORM (Non-refundable)	1180/- (Including GST)
Contact Details	0172 – 2215388 rm.chandigarh@indiaseeds.com

INDEX

S. No.	DESCRIPTION	PAGE NO.
1.	NOTICE INVITING TENDER (NIT)	4
2.	PART - A	5
3	SECTION – I INSTRUCTIONS TO TENDERERS – ONLINE MODE	6-7
4.	SECTION – II INSTRUCTIONS TO TENDERERS	8-10
5.	SECTION – III GENERAL TERMS AND CONDITIONS	11
6.	OTHER TERMS AND CONDITIONS	12 – 13
7.	FORMAT OF TECHNICAL BID	14-15
8	AFFIDAVIT CERTIFICATES AND CHECKLIST OF DOCUMENTS	16-18
9.	FORMAT OF FINANCIAL BID – PART B	19
10.	AGREEMENT PART C	20-21

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Plot No.24, Phase No.9, Industrial Area
Regional Office: Mohali
Phone No.0172-2214388/2215388

No.Prodn. /(NIT)/NSC-CHD/2023-24

Dated: 06.08.2024

NOTICE INVITING SHORT TERM E-TENDER

National Seeds Corporation (A Govt. Of India Undertaking) Mohali invites E-Tender in two bids system (Technical & Financial) towards purchase of **Foundation Seeds of Different crop and varieties**. Therefore, interested parties are requested to submit their offer online up to 1.00 PM on 26.08.2024 at NSC, Regional Office, Plot No.24, Phase-9, and Industrial Area Mohali & after that tender shall be opened on same date & venue at 2.00 PM in the presence of Tenderers if any.

Accordingly details of Terms & Conditions can be obtained from website www.indiaseeds.com & <https://indiaseeds.enivida.com> such parties have to deposit online **Rs.1180/- (Including GST) being cost of E-Tender documents**. 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 in our eportal** <https://indiaseeds.enivida.com>

Particulars	Details
Date of issue of NIT	06.08.2024
Tender Document Downloading Date	07.08.2024
Last Date and time for submission of online bid	26.08.2024 up to 1.00 p.m.
Date and time of opening of Technical Bid	26.08.2024 at 2.00 p.m.
Date and time of opening of Financial Bid	26.08.2024 at 4.00 p.m.
Tender Fee including GST (To be deposited online only)	Rs.1180/- (One Thousand One Hundred and Eighty Only)
EMD (To be deposited online)	4.50 Lakhs
Address for Communication	National Seeds Corporation Limited, Plot no.24 Phase-9, Industrial Area, Mohali Pin-160062
Contact Person (with PhoneNo &E-Mail)	<u>Email:rm.chandigarh@indiaseeds.com</u> Ph.0172-2214388 / 0172-2215388
This Tender Document contains Two 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. Part-B: Annexes / Formats for Bid Submission & other formats.	

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 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 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/secrecy 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 LTD.

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/- (Rupees One Thousand One Hundred Eighty Only)** must be deposited in online mode only (As per instruction SECTION-I)

EARNEST MONEY (Refundable):

- EMD amount **Rs. 4,50,000/- (Rupees Four Lakh Fifty Thousands Only)** must be deposited before due date & time in online mode only (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

ELIGIBILITY CRITERIA: As indicated in **PART -A**

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 because conditional tender may be treated as void.

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

BID OPENING AND EVALUATION: Bids will be open 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 the rate acceptance letter/Purchase Order, shall sign an agreement as per the format given in **PART- “B” (Annexes / Formats - Annexure-A)** 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 **PART “A” (General Terms & Conditions)** 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. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

(b) SECURITY MONEY:

The Successful Tenderers within 5 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished @ 5 % of the value of the purchase order through online mode NEFT /RTGS ONLY.

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 60 days** from the date of offer letter. 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 tenders of the grounds for the purchaser’s action.

SECTION -III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited (NSC) desires to purchase Foundation seed of Potato Kufri Jyoti variety. Each Tenderer has to submit bid in two bid system.

Procedure for submission of e-tender:

Each Tenderer shall submit in two parts.

1. TECHNICALBID:

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

2. FINANCIALBID:

The Financial Bid for supply of following Foundation seeds should have quote **Rate Rs. / Qtl.** basis as per PART B in e-portal.

Sr. No.	Crop	Variety	Class of Seed	Quantity Required (Qtls)
1.	Potato (Tubers)	Kufri Jyoti	FS-I/FS-II	4500.00

OTHER TERMS AND CONDITIONS

1. The suppliers are required to quote the rates in Rs. per Qtl for net final cleaned / graded Foundation seed packed (exclusive of bag weight) Ex-godown/ F.O.R. Jalandhar, Punjab State. The rates shall be all inclusive of packing material (Primary Pouch Pack /HPDE Bag/Non-Woven Bag/Cloth Bag/ Jute Bag) & secondary outer packing (HDPE Bags) as the packing material cost will be borne by the supplier and no other claim on taxes etc. if any, leviable shall be entertained 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 **quantity of each crop against tendered quantity FS seed as mentioned on page no. 11 (General Terms & Conditions of the Contract).**
3. **The offered quantity should be from the fresh production i.e. Rabi-2023-24 produce. The tenderer must be quoted for the minimum quantity of 500 qtls.**
4. The tender shall be accompanied with interest free earnest money deposit **EMD of Rs. 4.50 Lakhs**, EMD shall be remitted online through RTGS/NEFT. 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 the EMD purpose. The tender participants registered with NSIC/ MSE/ MSME / DIC/ KVIC/ KBIV/ other body specified by MSME / Govt. organization are exempted from EMD deposit. However, security deposit will be waived off only to the extent of monetary limit.
5. The suppliers offer shall be valid at least for **60 days from the dated of offer letter which** may be extended for further with the mutual consent of both the parties, agree for supply on the T&C of the NIT. 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 less than 90% of approved quantity to NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark. For deliberate delayed supplies penalty of Rs. 10/- per day per qtl. may be charged.
6. The successful tenderer shall remit interest free **security deposit @ 5%** of the total value of the supply order at the approved rate. This deposit shall be, remitted in the form of DD or through RTGS ONLY in favour 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 **90 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 (Rs.100)** of required value 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. 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.
9. NSC may 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. However, NSC may procure the Foundation seed on STL result basis and the complete responsibility of the quality of the seed will be of the supplier for the supplied seed. 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 confirm to the quality specifications, prescribed in the Minimum Seed Certification Standards 2013 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 & security deposit and the Firm will be black listed for future supply.
 12. NSC may increase or decrease the final requirement of the quantity given in the NIT. The seed will be purchased only on actual need basis. NSC may increase or decrease the tendered quantity over and above the quantity mentioned in the NIT and may repeat the purchase order, if required.
 13. In case of so procured seed is supplied to NSC seed growers, payment to the tenderer will be made through RTGS on the receipt of the bills subject to fulfilling the requirements set out in the terms and conditions as well as the satisfactory completion of supply and acceptance.
 14. The NSC staff/representative may inspect the quality of Seed before and at the time of dispatch/Lifting.
 15. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
 16. 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.
 17. Conditional offers are likely to be rejected and the tenderer shall not impose any additional term/conditions.
 18. The tenderer shall make available to NSC a copy of the release order/certificate issued by SSCA for each seed lot delivered to NSC.
 19. The tenderer shall be responsible for GST and income tax liabilities if any. NSC will not carry any tax liability related with the transactions.
 20. 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.
 21. 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.
 22. 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.
 23. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.
 24. The tenderer shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to noncompliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
 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 Manager 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 with concurrence of both the parties by CMD of NSC or the officer in organization holding the highest position 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 any 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 will submit the seed directory duly certified by the SSCA along source of seed with Technical Bid in case of Foundation Seed.
- (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)

Annexure – I (Technical Bid)
Owner Photo

Self Attested Photo

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)
Plot No.24, Phase No.9, Industrial Area
Regional Office: Mohali-Chandigarh

**TENDER FOR PURCHASE OF FOUNDATION SEED OF POTATO KUFRI JYOTI VARIETY
THROUGH OUTSOURCING PRODUCED 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.	E-mail ID:-			
06.	Firm Registration Certificate No.			
07.	Seed License No.			
08.	Seed Certification Agency Plant Registration No.			
09	Proof for Source of Seed			
10	PAN No			
11	GST No			
12	i) Name & Address of Banker: ii) Account Number: iii) IFSC Code: iv) Branch Code:			

13. Organized production during Rabi 2023-24 for quoted items:

S. No.	Crop / Variety	Season	Area Implemented (Hectare)	Quantity Expected (Qtls.)	Expected Productivity per Hectare	Location of production programme District/Town
1	Potato (Tubers)- Kufri Jyoti FS					

14. Details of offered quantity and stocking point: -

Sr. No.	Crop	Variety	Class of Seed	Tender Qty (Qtls)	Quantity offered (in Qtls.)	Stock Point Address for physical verification & Sampling
1	Potato (Tubers)	Kufri Jyoti	FS-I/FS-II	4500.00		

15. E.M.D. Details –

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

Above information is true to our knowledge and belief.

Signature of Tenderer

Stamp

Date: -----

AFFIDAVIT CERTIFICATE-I

(On Non-Judicial Stamp Paper duly notarized)

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 goods 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-II

(On Non-Judicial Stamp Paper duly notarized)

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:

- Tender Fee/ EMD fee details
- Technical Bid (Annexure-1)
- Certification of Registration of Firm or an affidavit of ownership if proprietary firm / sole traders or 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 Processing plant registration certificate from seed Certification Agency.
- Valid Seed Business License from State Agriculture Department.
- 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 relevant category of quoted item.
- A copy of PAN No & GST No.
- Income-tax Return & Balance sheet statement along with P&L for last two years
- Copy of SSICA Certificate/ seed directory issued by SSICA for offer of Foundation seed along with source of seed to be submitted.
- 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 above document, tender may be considered for rejection.

PART – B
ANNEXURE – II (FINANCIAL BID)

(To be filled online only)

From

M/s-----

The Regional Manager
National Seeds Corporation Ltd.
Mohali -Chandigarh.

Sir,

With reference to your advertisement in the Newspaper/website dated _____ for supply of Foundation seeds of different crop and varieties as per the terms and conditions provided by you.

The particulars of offer are given below.

S. No	Crop / Variety	Tendered Quantity (Qtls.)	Class of Seed	Quantity offered (Qtls.)	F.O.R. Rate (Rs./Qtls.) for final, cleaned/graded quantity	
					Ex-Godown	Jalandhar
1	Potato (Tubers)- K Jyoti	4500.00	FS-I/FS-II			

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. _____ (hereinafter 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 items/materials as per specifications quantities and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions as contained in Section-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.