NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE, BEEJ BHAVAN,
GULTEKDI, MARKET YARD,
PUNE--411037

(COMPETITIVE BIDDING NO. CPM/09/2018)

TENDER DOCUMENT FOR SUPPLY OF CARD BOARD BOX FOR ONION SEED PACKING

LAST DATE & TIME FOR RECEIPT SUBMISSION OF BIDS.	**: UP TO 13.00 HR. ON 27.10.2018.**
DATE & TIME OF OPENING OF BIDS.	**: AT 14.30 HR ON 27.10.2018.**

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE, BEEJ BHAVAN,
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PUNE--411037

Phone: 020 24267059, 24264587
Fax No. – 020 24272584
E-Mail: rm.pune@indiaseeds.com

SHORT TENDER NOTICE

Sealed tenders are invited in prescribed Tender Form from reputed manufacturers for supply of following items of packing material for vegetable seed packing.

Item No.	Particulars	Quantity (in nos.)	EMD
1	**500 Gm Inner Box – Metpet UV Print**	**40,000**	**Rs.20,0000**
	Size – 110x60x175 mm, 400 GSM, HWC White Back Duplex Board, 5 Col. Print, Drip Off + Gloss UV Coating, Title + Product Embossing, Die Punching, Side Pasting with lock bottom.		
2	**500 Gm x 40 Nos. = 20 kg Outer Box (7 Ply)**	**1000**	
	Size – 450x310x370 mm, Top Paper – 230 GSM, HWC Grey Back Duplex Board, 4 Col. Print, Corrogation Flute – 120+120 GSM Craft Paper A Grade, 16 BF, Side Pinning without Cal. Patti.		

The tender document containing Tender Forms, Specification, terms and conditions, destinations etc. can be obtained from NSC offices by paying cost of **Rs.590/-** (inclusive of GST) or downloaded from NSC's website: ***http//www.indiaseeds.com*** but the bidders downloading the Tender Document from website, shall have to deposit **Rs.590/-** (inclusive of GST) and EMD of Rs 20,000.00 along with technical bid.

Last date and time for receipt of Bids : Upto 13.00 hr. on 27.10.2018.

Date & Time of Opening of Bids : At 14.30 hr. on 27.10.18.

(Dr Vijay Karahne)
Regional *Manager*

SECTION - I
INSTRUCTIONS TO TENDERER

1. ADVICE FOR TENDERERS: - The tenderers are advised in their own interest to carefully read the tender documents and understand their purpose unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.

2. ELIGIBLITY CRITERIA: - **Tenderers who are interested to supply 100% of the tendered qty of any item are eligible for participation in the tender.** But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity.The Tenderers may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years should be enclosed. The Tenderers should enclose a copy of current & previous year income tax return duly acknowledged by income –Tax Department.

3. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

4. DEVIATION IN SPECIFICATION: - Normally no deviation from the specification will be accepted. However, if the tenderer feels that he can supply the items, which shall fulfill the requirement of NSC
with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviate from the specification even though deviation may be minor.

5. DELIVERY OF GOODS:- The delivery period so specified in clause N**o.5 of section –II** will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to **clause-14 of section-II** relating to liquidated damages which shall be binding.

6. QUOTATION OF PRICES: - Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise as indicated in the tender document and should be given strictly in a manner as indicated in Section-III of the tender document, as under: The rates should be quoted for the offered items **on the basis of F.O.R. Destination door delivery inclusive of GST**,**Packing & Forwarding charges, loading and unloading etc.** The destinations are specified in **Section-VII. The inspection, Verification and Testing charges will be borne by NSC and hence these charges should not be included in the rate offered.** In case of full truck load/part load F.O.R. Destination will mean delivery at NSC's Godown at the destination station.

7. SAMPLES: - Two samples of each of the quoted items should be sent along with the tenderer, otherwise offer will be rejected. Sample once submitted will not be returned. **The sample is being invited only for better appreciation of the tender**. However, the tenderer shall be bound to supply the **material strictly according to the specifications prescribed.**

8. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:- Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**

9. EARNEST MONEY: The consolidated amount **Rs. 20,000/-(Rupees Twenty thousand only) of EMD** for both the items quoted may be deposited by single demand draft drawn in favour of NSC Ltd on scheduled commercial bank. **CHEQUE WILL NOT BE ACCEPTED**. **EMD shall be placed in the envelope super scribed technical bids:**

(a) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are **Micro small medium Enterprises(MSME) small scale units and registered with National Small Industries Corporation under single** point registration scheme are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

(b) The Public Sector Undertaking may deposit EMD in the form of FDR or Bank Guarantee issued by any **Nationalized Bank of any branch** for a term of 6 months.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED IF NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME)SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

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10. FORMAT AND SIGNING OF TENDER:

(a) Tenderers are required to submit their tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered consequentially and s**hall be signed by the Tenderer or a person or persons duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

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

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

11. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall seal the tender in separate inner envelopes, duly marking the envelopes as "Technical & Commercial Bid "and "Price Bid". These envelopes then place in an outer envelope.

Technical & Commercial Bid envelope shall include technical specifications of quoted item, Duly filled Tender Form – Section-III , Instruction to Tenderer , Terms and Conditions of contract as per Section- I & II of tender document , requisite EMD, profile of the company as per Annexure-B of Section- III Part 'B' along with documents as per the check list and other document if any in support of offer. All papers should be initialed with stamp by the person or persons signing the bid.

PRICE BID Envelope containing of prices as per clause-6 of Section-I in a prescribed Performa given in Annexure-A Section-III of the tender document.

All inner envelopes shall be placed in an outer sealed envelope addressed to **Regional Manager, National Seeds Corporation Ltd., Beej Bhavan, Gultekdi, Market Yard, Pune-37** and super scribing thereon "tender for supply of certification,packing & treatment material", tender no. & date of opening,

If outer Envelope is not sealed and marked as required above , the purchaser will assume no responsibility for the bid's misplacement or premature opening. Sample of quoted item shall be submitted with giving it's particulars in separate envelope and it should be initialed with stamp by person or persons signing the bid. The tenders not complying with the manner prescribed herein are liable for rejection straight away.

12. **MODIFICATION AND WITHDRAWAL OF TENDER: -** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

13. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser at address specified under Clause 11 above, no later than time and date specified in the invitation for tender .In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received upto the appointed time on the next working day.

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

15. OPENING OF TENDER: - The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC office, Pune. The envelope containing the "**Technical & Commercial bids**" shall be **opened on the date of opening tender** and **"Price Bids**" of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order.**

16. CLARIFICATION OF BIDS:- To assist in the examination ,evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

17. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited If a tenderer withdraws its tender during the tender validity period specified by the Tenderer on the Tender Form Or a successful tenderer fails to sign the contract in accordance with **clause no. 26(a) or** fails to furnish security deposit in accordance **with clause no 26(b) of section- I**.

18. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes" included in Section-II of tender document i.e. General conditions of the contract. .

19. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 60 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. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected

20. AWARD CRITERIA: - Subject to **Clause NO. 21,** the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender , provided further that the tenderer is determined to be qualified to perform the contract satisfactorily**.**

21. PURCHASER's RIGHT TO VARY QUANTITIES AT TIME OF AWARD: - The Purchaser / Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% of the quantity of goods specified in the schedule of requirements without any change in price or other terms & conditions.

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

23. NEGOTIATION: - There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

24. SPLITING OF ORDERS: - The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

25. PURCHASE PREFERENCE TO MSEs: - As per Public Procurement Policy for MSEs Order 2012.

26. REPEAT ORDER:- The validity of the tender shall be extended to a period of **six months from the date of placing initial order** and it shall be open to the Purchase /Corporation to place repeat order with the supplier **on the same rates and same terms and conditions** for quantities **not more than 50% of the quantity in the initial purchase order** . Repeat Order can be exceeded **more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier**.

26. CONTRACTS:

(a) SIGNING OF CONTRACT :- The successful tenderers within 15 days from date of issue the Purchase Order , shall sign and date agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of items ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part 'B' 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 tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the 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 Tenders within 15 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 @10 % of the value of the purchase order in shape of cash (Demand Draft) or in form Bank Guarantee, Prescribed Performa for Bank Guarantee is given in Section IV of Bidding Document.

27. REFUND OF EARNEST MONEY:-

(**A)** Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in Pune and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for en cashing the same.

(**B)** Successful Tenderers:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in clause-III of Section-II, Part 'B' of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -V of the tender document.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

SECTION - II
GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. **Transfer and subletting: -** The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-** The supplier shall at all times indemnity the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.
3. **Signing of Agreement** & **Security deposit**:-

The supplier shall **within 15 days from the date of issue of purchase order furnish security deposit along with agreement on non-judicial stamp paper** with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in the following manner.

(**A)** By means of a Demand Draft on any Scheduled Commercial Bank payable at **Pune in favor of National Seeds Corporation Ltd.,**OR

(**B)** By means of Bank guarantee as per prescribed Performa, enclosed under **Section-IV of Part-B** of the tender document, issued by any **Nationalized Bank of any branch** and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.OR

(**C)** In case of Order executed but non submission of Security Deposit, **the same will be deducted from first 90% payment without taking consent from supplier and later on Bank guarantee will not be acceptable.**

4. **Proof samples:** Required proof sample should be got approved in respect of design, art work, colour scheme and contents within 15 days from the date of approval of design.
5. **Delivery**: The supplier **shall complete the supply at sites within 30 days from the date of approval of proof.In case of repeat order, supply of entire quantity shall be made within 30 days from the date of placement of repeat order.**

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by the consignee shall be final for the purpose of calculating delivery period.

Three designs of inner and one design for outer box has to be prepared by the printer/tendrer within 15 days from the date of acceptance of the order and for this no additional charges is to be paid separately

6. Pre -Delivery Inspection:

The Corporation/purchaser or his authorized nominee may carry out inspections at the supplier's works.

7. Changes in specifications:

(a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

(b) In case the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation/ purchaser**, the supplier will be entitled to receive the payments at the rates fixed by the Corporation/** purchaser **after taking into consideration and unsatisfactory quality of the material supplied and not rates mentioned in the purchase order.**

8. Right to Terminate or Alter the Contract: :

If at any time during the terms of this contract the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare on inventory of the raw materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the raw material already procured or may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.

9. Marking: The supplier shall comply with the requirements of Indian Acts relating to merchandise and rules made there-under for marking of all the goods supplied.

10.Packing: The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

11.Change Order: The Corporation /Purchaser may at any time, make changes within the general scope of the contract in any one or more of the following:i) Design & Printing. ,ii) Place of delivery.

12. Warranty: (a) The supplier warrants that the goods supplied under this contract are new ,unused , of the most recent and incorporate all recent improvements in design ,printing and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall be free from all

defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within two months (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

13. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract.** It is **admitted by the supplier that any delay in the delivery will cause damages to the Corporation/** purchaser. Subject to Clause 17, if the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

The **Corporation/** purchaser **may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above**. This clause is without prejudice to the right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

14.Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or

composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/ CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

(b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

15. Force majeure:-

15.1 Notwithstanding the provisions of Clauses 15 & 16 , the supplier shall not be liable for forfeiture of its Security Deposit , liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

15.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

15.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for

performance not prevented by the Force Majeure event.

16. Terms of payments: (A) All invoices shall be prepared in quadruplicate in the name of name of National Seeds Corpn. Ltd. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.**"The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".**

Invoice should have GST, Nos printed on them (If applicable), In the Tax invoice, cost and GST amount shall be mentioned separately.Invoice to be sent in **duplicate to concerned consignees and two copies to NSC, Pune.**

(B) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against proof of delivery of the material at destination and small Scale ancillary unit having single point registration certificate issued by MSME's registered with NSIC shall be paid 95% of the invoice value through **RTGS** after making necessary deduction if any towards liquidated damages, outstanding, short supplies **etc** on pro-rata basis or as decided by the Corpn**. The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B" Section III.**

17. Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at New Delhi**. The court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provision of Arbitration & Reconciliation Act 1996.In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, 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.

18. Refund of Security Deposit:

The Security Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the supplier's performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

19. Corrupt Gifts & Payments of Commission: Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

20. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs100 non judicial stamp paper. Same is to be placed in the "Technical & Commercial Bid "

SECTION – III

T E N D E R - F O R M

To
Regional Manager,
National Seeds Corporation Ltd.,
Beej Bhavan, Regional Office,
Marketyard, Gultekdi,
Pune-411037.

FROM……
……
……
……

Sir,

(i) I /We_____have read the tender documents as issued by National Seeds Corporation. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I /We agree to keep the offer open for acceptance for a period of 60 days from the date of tender opening.

(iii) I /We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

(iv) I /We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 30 days from the date of placing the order.

I offer to supply the following items;
Item_____ Qty. applied for (full or 50% qty.) _____.

Bank draft No._____dated_____for Rs._____

(Rupees_____) drawn in the name of National Seeds Corporation, Pune towards payment of the earnest money is enclosed.

OR

We are a small scale unit registered with N S I C under ministry of MSME for item _____ under single point registration scheme after 30.6.81 (photocopy of registration certificate is enclosed) Our Registration No.is _____

(v) I /We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I / we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 30 days from the date of tender opening.

(b) I / we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi) I / We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____

(vii) I/ We have read the arbitration clause in Section-I & II of part 'B' of the tender Document,relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**

(viii) This tender is being submitted at Pune and will be opened and decided at Pune and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(ix)	Income tax PAN No :-	(a copy is enclosed herewith).
(x)	GST No.:-	(a copy is enclosed herewith).

(xi) Company profile in the prescribed proforma given in Annexure- B of Section III of part "B" of Tender Document and duly signed & stamped specification for the items of Part "A" and the terms and conditions of Section I & II of Part "B" contained in the Tender document is kept in a separate cover, marked 'Technical & Commercial Bid".

(xii) Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part B of Tender document and is kept in separate cover marked "Price Bids"

(xiii) I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid and **the firm is found suitable during spot verification by NSC's officers**.

(xiv) I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted in two separate covers marked **"Technical & Commercial Bid"** and **"Price Bid".**

Thanking you,

Signature: ----------

Place: ---------- Name of Authorized Signatory: ----------

Date: ---------- Address:----------

Phone No: - ----------

Mobile No. ----------

SEAL

NOTE- "Tender **Form "Section III duly filed and signed should be kept in cover mark "Technical & Commercial Bid"**.

SECTION-III

Annexure-A

FORM FOR PRICE BID

To
Regional Manager,
National Seeds Corporation Ltd.,
Beej Bhavan, Regional Office,
Marketyard, Gultekdi,
Pune-411037.

FROM……
……
……
……
.

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. ---------- for the item namely _____of _____ size/type. for qty (in Nos) ---------- ----------respectively. Our rates for the aforesaid item & Qty according to your specification, Terms & Conditions are as under:

FORM FOR PRICE BID

S. No.	Item No.	Quantity in Nos.	Rate in Rs. F.O.R.
1.			
2.			
GST	**The price quoted above is inclusive of Central and State GST levied or may be levied in future with submission of Form 'C' or any other similar form prescribed under any relevant act in force and also cost of packing, handling, local transport, loading, unloading and insurance charges etc.**		

We agree to the terms and conditions specified in the tender No…….. It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

Thanking you,

Signature:
Place: ----------
Name of Authorized Signatory: ----------
Date: ----------
Address:----------

Phone No: - ----------
Mobile No. ----------

SEAL

NOTE: Our rates are F.O.R door delivery at NSC's Godown -Aurangabad.

(To be submitted to NSC in the envelope marked **"Price bid**").

SECTION-III

Annexure-A-1

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declare 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 no arbitration case pending in NSC office.

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

_____

Rubber stamp_____

Place: _____

Dated: _____

SECTION-III

Annexure-A-2

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm has under no circumstance exceeded lowest price of identical goods given to government and semi government organizations.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

_____

Rubber stamp_____

Place: _____

Dated: _____

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To
Regional Manager,
National Seeds Corporation Ltd.,
Beej Bhavan, Regional Office,
Gultekdi, Market Yard, Pune-411037

FROM……..
……..
……..
……..

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	TypeofFirmi.e. proprietorship/partnership/Pvt. Ltd.company/society/Ltd.etc. with its Registration No.	Names & contact no. of Proprietor's/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Details of the Past Experience for manufacturing and or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

S.No.	Name of the Govt. Agency/Govt.Deptt./Company	Year of supply	Items Supplied	Quantity & Amount

3. Capabilities with respect to personnel, equipment and manufacturing facilities with details:

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of machines/equipments with full details per day capacity (Item Quoted).
			1. Raw Material Storage Cap :- 2 .Bags / qty. Storage Cap:- No. of Bags/MT	1Cloth/chemical/paper Manufacturing Facility (Own/Hired):- 2. Cloth/paper Printing Facility (Own/Hired):- 3. Bag Stitching Facility (Own/Hired) :-

Attached Consent Letter from Concerned Firm in case of Hired Facility.

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average of annual turnover for last three years should not be less than three times of quoted value of offer: However, in case of MSEs average annual turnover for last three years should not be less than quoted value of Offer. **Separate tender is to be submitted for each quoted item.**

Financial year	Annual Turnover (Rs. In Lakh)	Annual Profit/ loss (Rs. In Lakh)	Remarks

5 Registration::

GST No.	

Income tax Details:

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

7 **Particular of Banker**:-

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

8 **MSME registration details:**

(a) With NSIC

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

(b) With Other Authorities.

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

9 EMD

Banker's Name	Draft no.	Amount (in Rs.)

10. A undertaking on Rs 100, Non judicial stamp paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1.

11. An affidavit on Rs 100 non judicial stamp paper or self attested that **Price Charged for stores /Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any** Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure A-2.

12. Evidence of Access of Finance Required (With Valid Proof):-

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Signature: ----------

Place: ----------

Name of Authorized Signatory: ----------

Date: ----------

Address:----------

Phone No: - ----------

Mobile No. ----------

SEAL

SECTION-IV
BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____date of 2016 by_____(hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the National Seeds Corporation Ltd., Beej Bhavan, Regional Office, Gultekdi, Pune-37(hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s._____ (herein after called the "supplier")

WHEREAS the supplier had tendered in respect of Tender No._____issued by the Corporation.

WHEREAS the tender of the supplier has been accepted and in consequence thereof the Corporation had placed a Purchase Order for _____ mentioned in the Purchase Order No._____dated_____.

AND WHEREAS the supplier is required to deposit security with the Corporation to the extent of an amount of Rs._____value of the aforesaid order placed by the Corporation on the supplier, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the purchase order and the Corporation declares that supplier has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the supplier.

2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on the bank.

3.The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be endorse- able against the bank.

4. This guarantee shall remain in full operation upto 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank hereunder.

5. Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs._____. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank .

Witness:

1.

2.

SECTION - V
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 Regional office at Beej Bhavan, Market Yard, Gultekdi, Pune-37(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 Certification and packing materials 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-II of tender document which shall form part of this agreement.

SETTLEMENT OF DISPUTES

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation and in the absence of MD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provisions of Arbitration Act, 1996.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, Incharge of the Bureau of Public Enterprises. The Arbitration & 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. Pune.**
Witness	**Witness**
1.	**1.**
2.	**2.**
3.	

SECTION-VI

DESPATCH DESTINATION

All type of Packing materials etc. shall be supplied to the following locations of the NSC on the F.O.R. Basis (Door delivery at NSC's godown).

S.No.	Region	Sub-units
1.	Pune	Aurangabad

Check list of enclosures for Technical & Commercial Bids:

Check list of enclosures for Technical & Commercial Bids:

1. EMD (can be exhempted only in case of production of valid MSME certificate).
2. Copy of firm registration certificate.
3. Proof of proprietorship/ partnership/ cooperative/ govmnt firms.
4. A copy of PAN No & Income-tax Return for the current year & previous year.
5. Copy of GST Registration No.
6. Affidavit certificate requiring that it is not blacklisted and no arbitration case pending in this office.
7. MSME registered with NSIC, Other Authorities Certificate with proper validity.
8. Every page of tender document should be signed with stamp by authorized person.