

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	18-04-2026 16:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	18-04-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Agriculture And Farmers Welfare
विभाग का नाम / Department Name	Department Of Agriculture Cooperation And Farmers Welfare
संगठन का नाम / Organisation Name	National Seeds Corporation Limited (nsc)
कार्यालय का नाम / Office Name	Head Office Beej Bhawan Pusa Complex New Delhi
कुल मात्रा / Total Quantity	1256
वस्तु श्रेणी / Item Category	Carbendazim (MBC) WP (V3) Conforming To IS 8446 (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	1 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
-------------------	----

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**लाभार्थी /Beneficiary :**

BEEJ BHAWAN PUSA COMPLEX NEW DELHI  
 Head Office Beej Bhawan Pusa Complex New Delhi, Department of Agriculture Cooperation and Farmers Welfare,  
 National Seeds Corporation Limited (NSC), Ministry of Agriculture and Farmers Welfare  
 (National Seeds Corporation Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई के लिए आरक्षित / Reserved for Make In India products**

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
---	-----

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or

similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

7. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

8. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

12. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE

L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

### **Carbendazim (MBC) WP (V3) Conforming To IS 8446 ( 1256 packet )**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

\* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

<b>विवरण/Specification</b>	<b>विशिष्टि का नाम /Specification Name</b>	<b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b>
Governing standards and certification	<b>Conforming to 8446 : 1991 (Reaffirmed Year : 2022 )</b>	Yes
	<b>Compliance to The Insecticide Act and extant Rules</b>	Yes
	<b>Availability of valid Central Insecticides Board (CIB) registration</b>	Yes
	<b>Availability of valid manufacturing/reselling license</b>	Yes
Physical Characteristics	<b>Carbendazim Content(%) as per IS 8446</b>	50%
Packing and Marking	<b>Packing Size</b>	1 kg

#### **Additional Specification Parameters - Carbendazim (MBC) WP (V3) Conforming To IS 8446 ( 1256 packet )**

<b>Specification Parameter Name</b>	<b>Bid Requirement (Allowed Values)</b>
RATE QUOTE	BIDDERS SHOULD QUOTE RATE AS PER 1 KG PACKING SIZE IN THE BID. SO RATE QUOTED BY THE BIDDER FOR THE PARTICULAR ITEM WILL BE CONSIDERED AS PER 1 KG PACKING SIZE ONLY.
SHELF LIFE	THE SHELF LIFE OF THE PRODUCT SHOULD BE AT LEAST 2 YEARS.
TECHNICAL SOURCE DECLARATION	SUBMISSION OF THE UNDERTAKING OF TECHNICAL SOURCE OF CHEMICAL 1.IF THE BIDDERS IS FORMULATOR/ TRADER, THEY SHOULD SUBMIT THE UNDERTAKING FROM WHOM TECHNICAL GRADE MATERIAL HAS BEEN TAKEN. 2.IF THE BIDDER IS MANUFACTURER OF TECHNICAL GRADE MATERIAL THEY SHOULD SUBMIT THE SELF DECLARATION.
CIB & RC LICENSE	SUBMISSION OF CIB & RC LICENSE OF CHEMICAL IS MANDATORY.
MANUFACTURING LICENSE	SUBMISSION OF MANUFACTURING LICENSE OF CHEMICAL IS MANDATORY

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Vishal Upreti	125011,CSF, 10 SIRSA ROAD, HISAR	554	21
2	Lakhan Singh	242226,G-25-26-27 GROWTH CENTRE IND. AREA JAMOUR, FARUKHABAD ROAD SHAHJAHANPUR	1	21
3	Sushant Priyadarshi	335705,CSF SARDARGARH	700	21
4	Sanjeev Kumar	302001,Chomu house (Tabela), Sardar Patel Marg, C-Scheme, Jaipur	1	21

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

### 1. Generic

Running Contract for long term staggered delivery: The Purchaser reserves the right to increase the order quantity against this bid by

2300

% of the bid quantity. This bid is created for a long term staggered delivery requirement and hence the Contract Price will be Valid for a period of 12

Months from the date of placement of contract. Total estimated requirement for all bid items during contract validity period is therefore = bid quantity plus option clause %. The buyer commits to order a minimum 50% of the quantity under option clause during the contract price validity period and the child contracts would be largely spread evenly over the contract validity period unless in exceptional circumstances. Orders for the additional quantity under this modified option clause will be issued by the buyer in the form of separate child contracts and will have to be executed by the seller as per delivery timelines stipulated by the Buyer in Child Contracts. Option of issuing child contracts may be exercised by the buyer more than once (any number of times) during the Contract Price validity period. Bidders are bound to accept the child contracts accordingly. GeM Transaction charges will be calculated based on the total value of all orders placed including the main contract and all child contracts. The same shall have to be paid by the seller when the main/ child contracts are placed.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

**REQUIRED MATERIAL: CARBENDAZIM 50 % WP**

**ADDITIONAL TERMS AND CONDITIONS:**

#### **1. RUNNING CONTRACT:**

As per the Running Contract for long-term staggered delivery, an option for up to **2300% increase in quantity** has been retained for a period of **12 Months** from the date of parent contract order.

This provision has been incorporated to address the uncertainty in chemicals required throughout the year. However, it is hereby clarified that there is no guarantee of any increase in quantity beyond the parent bid quantity, and NSC shall not be bound to place additional orders under this clause.

Bidders shall quote rates valid for the entire period of one year and shall be bound to supply the required material, as and when demanded, to the respective consignee destinations at the quoted rate during the contract period.

The supplier shall adhere to all terms and conditions stipulated under the Running Contract for long-term staggered delivery, including quality standards, delivery timelines, and other obligations as prescribed by NSC.

## **2. ACCEPTANCE OR REJECTION OF MATERIAL:**

NSC reserves the right to **reject delayed supplies** or **initiate suitable action** as per the terms and conditions of the contract and GeM guidelines.

## **3. PRICING BASIS:**

**Only Per Pack Size of 1 KG FOR All India basis Rates including GST must be Quoted in the price bid. Bidders may please note that the rates received in the price bids shall be considered for the rates of per packet of 1 KG size F.O.R All India basis inclusive of all taxes only. 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 & unloading charges etc. the material is to be supplied in 1 KG packing size**

## **4. ELIGIBILITY CRITERIA & DOCUMENTS REQUIRED:**

**The seller shall upload/furnish the following documents along with their bid. Non-submission of the following shall render the bid liable for rejection.:**

1. A valid Registration Certificate issued by the Directorate of Plant Protection, Quarantine and Storage (CIB), as applicable.
2. A valid Manufacturing License issued by the competent/authorized Government authority.
3. In case the bidder is an authorized seller participating in the bid on behalf of the Original Equipment Manufacturer (OEM), the bidder shall mandatorily submit a valid Authorization Letter issued by the OEM. Further, the bidder shall also submit a valid CIB & RC Registration Certificate and/or Manufacturing License of the authorizing OEM for the quoted item. Failure to submit the requisite documents shall render the bid liable for rejection.
4. Submission of an Undertaking specifying the technical source of the chemical is mandatory for all bidders. The same shall be furnished as under:
  - In case the bidder is a formulator/trader, the bidder shall submit an Undertaking clearly indicating the source from whom the technical grade material has been procured, along with relevant details of such source.
  - In case the bidder is a manufacturer of technical grade material, the bidder shall submit a self-declaration confirming that the technical material used in the formulation is manufactured by them.
5. In case of Micro and Small Enterprises (MSEs), a self-attested copy of the valid registration certificate, clearly indicating the registration number.
6. If a representative participates in tender opening and/or rate negotiations, a duly signed Authorization Letter from the bidder authorizing such participation.
7. A duly notarized Affidavit declaring that the bidder has not been blacklisted/debarred by any Government, Semi-Government, or PSU organization, and that no arbitration or litigation is pending against the bidder with this office.

8. A duly notarized Affidavit declaring that the bidder has not supplied identical goods to any Government or Semi-Government organization at a price lower than the price quoted in the present tender during the currency of the contract.

#### **5. POST DELIVERY SAMPLING, TESTING, AND QUALITY COMPLIANCE:**

It is hereby understood and agreed by the supplier that, upon receipt of the stores at the designated destination, three (03) joint samples shall be drawn and duly sealed.

The supplier shall ensure that its authorized representative is deputed for witnessing the sampling process within three (03) days from the date of receipt of the stores at the destination. In the event the supplier's representative fails to report within the stipulated period, the Purchaser (or its authorized representatives) shall proceed to draw and seal the samples unilaterally. Such samples shall be deemed final and binding on the supplier, and no dispute or claim shall be entertained on the grounds that the samples were not drawn in the presence of the supplier's representative.

Out of the three sealed samples, one sample shall be retained by the Contractor, one sample shall be retained by the Purchaser, and one sample shall be forwarded to an approved laboratory for testing/analysis.

Release of payment shall be strictly subject to the test results confirming that the supplied material conforms to the applicable BIS specifications and other prescribed standards.

In the event the supplied material is found to be substandard or not conforming to the specified standards, the Contractor shall, at its own cost and risk, lift and remove the rejected stores within seven (07) days from the date of receipt of intimation from the Purchaser. Failure to do so shall entitle the Purchaser to take appropriate action, including disposal of the material at the risk and cost of the Contractor, without prejudice to any other remedies available under the contract.

All post-delivery laboratory testing charges for the chemical samples shall be borne exclusively by the Contractor.

**The lab testing charges shall be recovered from the payment of the bills of the supplier.**

#### **6. REPLACEMENT OF ITEM:**

In the event that samples drawn from the supplied lot at the consignee's end fail during testing, the Seller shall, at its own cost and risk, lift and replace the entire lot. The lot shall be accepted only upon conformity with the prescribed specifications during testing.

All testing charges for re-testing of the replaced material shall be borne by the Seller. Repeated failure in testing shall be viewed seriously and may attract appropriate action against the Seller in accordance with applicable GeM terms and conditions.

#### **7. UNDERTAKING FOR SKILLWORKFORCE (RPL):**

Bidders may submit an Undertaking confirming either (i) engagement of formally certified skilled workforce, or (ii) a commitment to ensure that all deployed workers are certified under Recognition of Prior Learning (RPL) within two (02) months from commencement of work, at their own cost.

Submission of this Undertaking is optional and not a mandatory requirement for bid eligibility.

#### **8. DELIVERY PERIOD AND LIQUIDATED DAMAGES:**

The delivery period shall be strictly **twenty-one (21) days** from the **date of issuance** of the Purchase Order. Time shall be of the essence of the contract, and any delay in delivery shall be deemed to cause unascertainable loss to the Corporation.

Only those bidders who are capable of adhering to the stipulated delivery schedule should participate in the tender. In the event of delay, Liquidated Damages (LD) shall be levied as per the applicable terms and conditions of the contract, which shall be binding on the Supplier.

**9. EARNEST MONEY DEPOSIT (EMD) (IF APPLICABLE):**

Bidders which are not covered under MSE (Micro & Small) enterprises or the as allowed by the GeM terms and conditions has to deposit EMD through NEFT/RTGS in NSC account as detailed below - (There should be name of bidder in remark column while transacting and proof of EMD must be uploaded in technical bid of GEM).

**BANK NAME-STATE BANK OF INDIA**

**IFSC CODE-SBIN0005389**

**ACCOUNT NO-41519719613**

**10. PERFORMANCE SECURITY:**

Performance Bank Guarantee shall be submitted by the supplier in the name of beneficiary as given below:

**NAME OF THE BENEFICIARY:**

**NATIONAL SEEDS CORPORATION LIMITED**

**BEEJ BHAWAN, PUSA COMPLEX**

**NEW DELHI-110012**

**11. DELIVERY DESTINATION & SUPPLIED QUANTITY:**

The quantity and destination of supply shall be subject to variation at the sole discretion of NSC, based on operational requirements, and such variations shall be binding on the Supplier.

The Supplier shall supply the chemicals strictly in accordance with the requirements communicated by NSC from time to time and shall execute supplies to the designated destinations on a need basis.

NSC reserves the right to revise the quantity and/or destination of supply at any stage. The Supplier shall comply with such revised instructions promptly and in full.

The exact delivery address(es) shall be intimated to the Supplier upon placement of the Purchase Order. Further, consignee locations may vary under child contracts/orders issued for future supplies, and the Supplier shall be obligated to execute such supplies under the same terms and conditions.

No additional financial or contractual liability shall accrue to NSC on account of variation in quantity and/or destination.

**12. GROUNDS FOR ADMINISTRATIVE ACTIONS:**

Considering that the procurement of chemicals is time-bound and critical, any delay or non-compliance may result in substantial loss to the Buyer. Accordingly, NSC reserves the right to debar/blacklist the Supplier, in accordance with applicable rules and procedures, on the following grounds:

- a. Unreasonable delay in supply leading to operational or financial loss.

- b. Submission of improper or incorrect price quotes, including deviation from the prescribed unit rate (per Kg/Lt.).
- c. Incorrect declaration or application of GST.
- d. Any other breach or non-compliance, as determined by NSC in accordance with contract actual terms and applicable guidelines.

### **13. RIGHT TO TERMINATE CONTRACT:**

NSC reserves the exclusive right to terminate the existing parent/child contract or bid as and when required without assigning any reason.

### **14. ARBITRATION CLAUSES:**

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 and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issues 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 be in English Language. The court of Delhi shall have the jurisdiction.

As per the Guidelines of Arbitration & Mediation in Contracts of Domestic Procurement issued by The Department of Expenditure Procurement Policy Division under Ministry of Finance, Govt. of India through OM No. F.1/2/2024-PPD dated 03.06.2024, the arbitration shall be restricted to disputes with a value less than Rs. 10 crore. This figure is with reference to the value of the dispute (not the value of the contract, which may be much higher). In all other cases where value of dispute is above 10 crore, arbitration will not be a method of dispute resolution in the contract."

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---