भा.क.नि.
CCI

भारतीय कपास निगम लिमिटेड
THE COTTON CORPORATION OF INDIA LTD.

(भारत सरकार का उपक्रम)
(A Government of India Undertaking)

सूचना का अधिकार

प्रशासकीय एवं पंजीकृत कार्यालय : कपास भवन प्लॉट नं. 3/ए, सेक्टर 10, सीबीडी बेलापुर, नवी मुंबई – 400 614.
ADMN. & REGD. OFFICE : Kapas Bhavan, Plot No. 3/A, Sector 10, CBD Belapur, Navi Mumbai - 400 614.
दूरभाष/PHONE : 2757 9217 • ग्राम/GRAM : "COTCORPIND" • फैक्स/FAX : (022) 2757 6030 - 9219 - 6069
ई-मेल/E-mail : headoffice@cotcorp.com CIN: U51490MH1970GOI014733
वेबसाइट: http://www.cotcorp.org.in मंत्रालय की वेबसाइट: http://www.ministryoftextiles.gov.in

Ref: CCI/Purchase/2019-20/ Date: 2.07.2019

SHORT TERM TENDER NOTICE

For Procurement of the ELS Varietal Cotton seed (Truthfully labeled seed - Non BT)

The Cotton Corporation of India Ltd. (CCI) invites sealed tender in two bid system for procurement of **100000** Kg of the ELS Varietal Cotton seed (Truthfully labeled seed - Non BT) from reputed Seed Producers.

The basic requirement for submission of tender documents is given here under:

1. The tender documents can be obtained from the Head Office, Navi Mumbai during working hours on any working day, on payment of Rs.112/- (Rupees One Hundred and Twelve only) including GST. The same may be downloaded from websites i.e. **www.cotcorp.org.in** or from Central Public Procurement Portal www.eprocure.gov.in. Downloaded tenders should be accompanied with Rs. 112/- DD/Pay Order. The Cotton Seed Producer or supplier which come under MSME and are registered with MSME authorities are exempted from tender fees on production of valid registration certificate.
2. Earnest Money Deposit of Rs. 5.00 lakh (Rupees Five lakh only**)** in the form of Bank Draft/Pay Order/Bankers cheque on any scheduled bank in favour of "The Cotton Corporation of India Ltd", payable at Mumbai/Navi Mumbai must be enclosed along with Technical Bid. Tender without EMD shall be rejected.

3. Last date for submission of sealed tenders in tender box situated at 4th floor, Kapas Bhavan, Plot No. 3A, Sector-10, CBD, Belapur, Navi Mumbai - 400 614 on or before 3.00 PM up to 8-07-2019.
4. Technical Bid/Financial Bid shall be opened at 3.30 P.M. on 8-07-2019 in presence of tenderer who wish to remain present.
5. Tenderer may submit their sealed tender containing Envelopes, in the tender box placed at 4th floor, The Cotton Corporation of India Ltd, Kapas Bhavan, Plot No.3A, sector-10, C.B.D. Belapur, Navi Mumbai–400 614 as under:
   Envelope A (Sealed): Technical bid shall include EMD and Technical Eligibility Criteria.
   Envelope B (Sealed): Financial Bid shall include the price bid only.
   Envelope C: Envelope "C" should contain Envelope "A" & Envelope "B".
   Note: State clearly on each envelope 'A", 'B" & 'C, the name and address of the tenderer as above.
6. The tenders received after due date and time, unsealed condition and without EMD will be rejected.
7. Corporation reserves its right to accept or reject any tender (s). However, tenderer may seek the reasons for rejection of their tender from the Corporation.
8. The Tenderer who is under litigation with CCI or arbitration case pending in this office or has issued/got issued a legal notice in the past against CCI, is not liable to participate in the tender.

General Manager (Purchase)

Encl.: Tender Documents

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TENDER DOCUMENT

For Procurement of ELS Varietal Cotton seed (Truthfully labelled seed – Non BT).

TECHNICAL BID-I

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THE COTTON CORPORATION OF INDIA LTD.
CBD Belapur, Navi Mumbai- 400 614.

TECHNICAL ELIGIBILITY CRITERIA

I. A self-attested copy of Authorized Seed Producer certificate must be enclosed.

II. The tenders received after due date and time, unsealed condition and without EMD will be rejected.

III. Copies of PAN & GST registration certificate must be enclosed.

IV. The seed producer firm must have operating office in Tamil Nadu.

V. The firm must have Seed Certification Agency Plant Registration No. /Seed license No.

VI. The firm must have minimum five year experience in supply and production of cotton seed

VII. The firm should not be blacklisted by Govt. /Any PSUs/Institutions in last three years.

THE COTTON CORPORATION OF INDIA LTD.
CBD Belapur, Navi Mumbai- 400 614.

TECHNICAL BID

(Should be placed in Envelope marked "A")

1. Name of the Seed Producer with address:	M/s. _____ Official address: _____ _____ City:_____ PIN: _____ Tel. No.:_____ Name of Contact Person: _____ Mobile No.: _____
2. Details of Office address in Tamil Nadu	M/s. _____ Official address: _____ _____ City:_____ PIN: _____ Tel. No.:_____ Name of Contact Person: _____ Mobile No.
3. A self-attested copy of Authorized Seed Producer and must be enclosed	Certificate No.:_____ dt.:_____ Name of the Company:_____ _____
4. Whether the firm is MSME, (the Copy of valid certificate enclosed)	Yes/No.
5. If the firm is MSME (Whether SC/ST entrepreneur) the Copy of valid certificate enclosed)	Yes/No
6. Earnest Money Deposit Amount & their details: (for MSME firm are exempted for payment of EMD) (D.D/ Pay order/ Bankers Cheque, drawn on any Scheduled Bank)	Rs. ----------/- (Rs. ---------- thousand) drawn on _____ Vide DD/PO No. _____ dt.: _____ in favour of " The Cotton Corporation of India Ltd." Payable at Mumbai/ Navi Mumbai is enclosed.
7. Registration with various Authorities and their Nos. *(Self attested Copies of the same must be enclosed)*	A. PAN No.:_____ B. GST Registration No.:_____

8. Annual turnover	F.Y. / Annual turnover (Rs. In lakhs) 2018-19 2017-18 2016-17
9. Seed Certification Agency Plant Registration No./ Seed license No.	Yes/No

10. Storage facility
    i) Own Godown -------sq feet
    ii) Hired Godown --------sq. feet.

11. Supplier is dealing in seed production activities:

    i) No. of years----------
    ii) Past performance details of last 5 years (all crop put together)

Sr. No.	Year	Name of Agency/Company	Total contracted quantity	Total Supplied quantity (in qtls)

12. Whether the firm was blacklisted by any Govt. Bodies /PSU/Reputed Firm in last three years.	

Date: **Seal and Signature of tenderer**

Place:

TERMS AND CONDITIONS:

1.	Evaluation of Technical Bid-I shall be as per technical elegibility criteria and Finacial Bids shall be opned of those tenderer who qualifies technically as per Technical Bid
2.	The offer shall remain valid for a period of 210 days from the last date of opening of tenders.
3.	Earnest Money deposit amounting to Rs. 5.00 lakh (Rupees five lakh only) in the form of Crossed Demand Draft/Pay Order/Bankers cheque drawn on any Scheduled Banks in favour of "The Cotton Corporation of India Ltd." payable at Mumbai/Navi Mumbai must accompany the Technical Bid-I. The EMD of the unsuccessful bidders will be returned as it is without any interest .EMD of the successful tender will be converted as a security deposit.
4.	Rates should be quoted in Indian Rupees and should be inclusive GST and all other expenses up to delivery at various districts of the state of Tamil Nadu. The details are enclosed as per Annexure-I.
5.	Supplier of ELS Varietal Cotton seed (Truthfully labeled seed - Non BT)of allocated quantity as per technical specifications should be made within 10 days of each month of requirement on mentioned in Annexure-I. If supply of ELS Varietal Cotton seed (Truthfully labeled seed - Non BT) are not supplied within stipulated period then Liquidity Damages will be @ 0.05% per day subject to maximum of 0.25%. No extension of time shall be granted except for natural calamities and other unforeseen reasons.
6.	On the basis of actual requirements, the quantity of ELS Varietal Cotton seed (Truthfully labeled seed - Non BT) to be procured could vary by (+/-) 20%.
7.	Quality parameters: i) The Seed producers will have to supply fresh seed only. The seed should be qualified in minimum seed certification standards of germination, genetic and physical purity. A certificate from appropriate authority for certification of seed must be enclosed. ii) CCI may draw representative samples of the final cleaned/ graded seed lots offered by the tenderer and will get analyzed in any laboratory identified by CCI. Only the lots cleared by the CCI will be finally accepted by CCI. iii) In case of quality complaint or non-germination, genetically impurity, the supplier shall be responsible losses suffered by the farmers/consumers and the cost will be recovered from the security deposit as well as losses over and above the security deposit will be born by the supplies. Seed producer will be liable / responsible for crop failure / less yield. iv) The Supplier shall be solely responsible for any complaint with regards to quality aspects of seed supplied by it. If any disputes arise about quality of supplied seed at any point, the Supplier shall be responsible to pay the entire cost, expenses, claims, damages, compensation etc. that may be raised and /or as per orders or directions of Court of Law. **v)** Indemnity:- The Supplier shall at all times indemnity and keep indemnified the CCI against all claims which may be made in respect of non - quality complaint or non-germination, genetically impurity etc by any party(ies) against CCI, and / or 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 CCI, the CCI shall notify to the Supplier of the same and the Supplier shall be bound, but at its own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the CCI becoming liable to any amount on any aforesaid account,

	the Supplier shall indemnify the CCI of all such cost, claims, expenses, damages, compensation etc and make the payments to the full and final satisfaction thereof, to that effect. .
8.	During the course of processing/ dispatches CCI representative will be authorized to visit processing/packing units and he may verify the quality of the seeds stocks. In case grading of the stock is improper or having excessive low grade, non-lustrous, impure the stocks will be refused. In case defective stock is detected at consuming point, the cost of such stock will not be paid by CCI. and In case it is already paid, the same shall be recovered from security deposit, retention money or any other dues payable to the supplier or supplier has to make forced the loss.
9.	The supplier should process the seed with standard sieve size prescribed by Seed Certification Agency. If the low-grade percentage is found more than tolerance limit the seed shall be rejected
10	TRANSPORTATION – The seeds shall be required to be transport F.O.R. delivery anywhere in Tamil Nadu State. The consignment will be preferably on truckload basis. However, one full truckload may contain consignment of maximum 2 different blocks. The supplier will be responsible for shortages/losses, if any during the transit period.
11	100% payment will be made to the supplier within 5 working days after receipt of payment from the Govt of Tamilnadu. The supplier shall prepare a bill in the name of CCI. In duplicate along with Delivery Orders. The receipts of authorized representative of CCI. With stock book page entry details only shall be treated as final acknowledgement.
12	If the tenderer neglects or refuses for their rates quoted after submission of their tender, the EMD paid shall be forfeited. If the successful tenderer refuse to supply or do not execute the supply order the EMD paid shall be forfeited and future business dealing would be banned for five years.
13	The supplier shall be responsible for State Sales Tax/Central Sales Tax and Income Tax liabilities, if any. CCI will not carry any tax liability related with the transaction.
14	CCI will not be responsible for the losses incurred to the supplier/supplier due to change in Govt. decisions, natural calamities, which are beyond the control of CCI.
15	The ordered quantity may increase or decrease depending upon the directives given by the Govt. or due to natural calamities like drought, hail storm situation, which is out of control of CCI.
16	a. Quality Control Inspectors of the concerned State may draw the samples of 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 CCI. b. The respective State Governments/Quality Control Inspector may draw the samples of the stock. In case the stock fails in sampling thereby the stop sale order given/ Civil suit filed with the Court, then the Supplier should lift the balance seed stock of particular lot at his own cost & risk after release by Govt. QC Deptt./Court, further he will be responsible for the consequences of violation of Seed Act 1966 and Seed Rules 1968.

17	1% Excess weight seed should necessarily be added in each and every bag for moisture losses. That the standard weight of seed container shall be checked at any point of transaction and in case underweight found in the container, CCI will not release payments against such supplies & Supplier shall be responsible for the Legal consequences of Weight & Measurements Laws including recovery of fine, if any.
18	The supplier will have to give name of the firm, name of the processing plant, godowns their postal addresses, telephone Nos., E-Mail, name of the responsible person in the tender form itself so as to make further communication
19	SUPPLY TERMS **a.** The Corporation shall issue Purchase Orders from time to time against the accepted tender **b**. The quantity to be purchased shall be at the sole discretions of the Corporation. **c.** Successful supplier shall be required to supply the ordered quantity as per scheduled provided in the Annexure-I. For delayed supplies a penalty of Rs.5 per day per Kg. will be charged for late supplies. **d.**The supplier will have to supply the ordered quantity within stipulated period. In case he fail to supply the committed quantity, the supplier shall be liable to pay 20% compensation of the total value of the short supplied quantity. The Corporation shall also have the right to make good the short supplied quantity through alternative purchase at the risk and cost of the supplier. e. During the course of supply of seed to CCI, if any losses incurred to Tenderer, CCI will not be responsible for damages, losses etc.
20	Supply Quantity Total **100000** Kg seeds are required in different month for different Districts in the state of Tamilnadu as per Annexure – 1.
21	The supplier should quote the agreed rate of supply for Supply of ELS Varietal Cotton seed (Truthfully labeled seed - Non BT) F.O.R. delivery anywhere in Tamilnadu state in Rupees per quintal in figures as well as in words .
22	The supplier should quote the rates for ELS Varietal Cotton seed (Truthfully labeled seed – Non BT) only.
23	Packing Size - Packing size for seeds should be as per standard cotton seed packaging norms.
24	DEFAULT:- (a) Should the Supplier fail to have the stock 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 to terminate the contract, 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.

25	Force Majeure: Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this Contract where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riot, earthquake, drought, floods, crop failure, strike, lock-out, major break-down of the plant, or act of God, or due to any restraint or regulation of the State or Central Government, or a local authority/ authorities provided a notice of such occurrence is given to the other party in writing within 10 days from the date of the occurrence of the force-majeure condition, furnishing there with a documentary evidence supporting the invoking of the force-majeure clause.
26	Corporation reserves its right to accept or reject any tender (s). However, tenderer may seek the reasons for rejection of their tender from the Corporation.
27	All disputes, difference, controversy or claims ('Disputes') which arise out of or in connection with or relating to this Tender of the breach, termination, effect, validity, interpretation or application of this Tender or as to their rights, duties, or liabilities there under, or as to any act or matter or thing arising out of, consequent to or consequent to this Tender, shall be settled by the Tenderer and CCI Parties by mutual negotiations and agreements. If, for any reasons, such Dispute cannot be resolved amicably by the Tenderer and CCI, the same shall be referred to and settled by way of arbitration proceeding in accordance with Arbitration and Conciliation Act, 1996, or any subsequent enactment or amendment thereto ('the Arbitration Act'). Failing to resolve the dispute amicably during conciliation, the dispute shall be referred to a sole Arbitrator to be appointed by CCI. The decision of the arbitrator shall be final and binding on both parties. The venue of the Arbitration shall be Mumbai. The language of the Arbitration and the Award shall be English. Any decision resulting from such arbitration shall be binding upon the Parties and may be entered as a final judgment in any court having jurisdiction.
28	Award of Contract: The Purchase order shall be given to the Lowest Tenderer (L1) only. However, the Corporation has the discretion of awarding the contracts to L-1 (40%) L-2 (30%) , L-3 (20%) and L-4 (10%) in case L-2, L-3, & L-4 agree to supply seed at the L-1 rates. In case any MSME quoted rates which are L1+15%, the concerned MSME will be allowed to supply up to 20% of the material provided MSME agrees to the L-1 rates.
29	Transfer and subletting: - The tenderer shall not sublet, transfer, assign or otherwise part with the contract as contemplated under this Tender, to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the CCI.

General Manager (Purchase)

(Should be submitted on letter head of the authorized dealer/distributor or Company)

Declaration by Tenderer

I/We have read above terms and conditions and we agree with the same.

Date: **Seal and Signature of Tenderer**
Place:

(Should be submitted on letter head of the authorized dealer/distributor or Company)

Date: ____

To,

The Cotton Corporation of India Ltd.,
Kapas Bhavan, Plot No.3A, Sector-10,
CBD, Belapur
Navi Mumbai- 400614

Dear Sir,

Sub: Submission of tender for procurement of the Truthfully labeled seed – Non BT

1. I/We have read and understood all the terms & conditions of the tender notice no. CCI/PURCHASE/2019-20 dated _____ and other instructions and hereby undertake to abide by them.

2. I/We are enclosing herewith, Demand Draft/ Pay Order/ Bankers cheque No._____ Rs. --------- dated._____ drawn on _____ in your favour, towards Earnest Money Deposit.

3. I/We have filled and signed each page of the tender documents and the same are enclosed here with.

4. I/We hereby declare that tender documents have been downloaded from websites www.cotcorp.org.in/www.eprocure.gov.in and it is submitted in original without any alterations/modifications/ deletions/additions.

Seal and Signature of Tenderer
Name
Capacity /authority to sign
Full address:

THE COTTON CORPORATION OF INDIA LTD.
CBD Belapur, Navi Mumbai - 400 614.

CHECK LIST

Please mark (√) as applicable

1.	In case of Seed producer, whether self-attested copy of authorized supplier certificate has been enclosed	Yes		No	
2.	In case Seed Producer are MSME, copy of the same has been enclosed	Yes		No.	
3.	Earnest Money Deposit Amount of Rs. 5.00 lakh in favour of the Cotton Corporation of India Ltd., Mumbai is enclosed.	Yes		No	
4.	Registration of various authorities *(Self attested Copies of certificates is enclosed)*				
i)	PAN No.	Yes		No	
ii)	GST No.	Yes		No	
5.	Whether the firm is MSME, (the Copy of valid certificate enclosed)	Yes		No	
6.	If the firm is MSME (SC/ST entrepreneur) the Copy of valid certificate enclosed)	Yes		No	
7.	A self-attested copy of Authorized Seed Producer certificate must be enclosed	Yes		No	
8.	Seed Certification Agency Plant Registration No.	Yes		No	
9.	Business performance certificate from customer for quality and time supply preferably from Govt. organization (copy enclosed)	Yes		No	
10.	Annual turnover documents for last three years (copy enclosed)	Yes		No	
11.	. Seed Certification Agency Plant Registration No./Seed license No. (copy enclosed)	Yes		No	
12.	Self-attested copy of not black listed in any Govt./PSUs/Institutions	Yes		No	

Date:
Place:

Seal and Signature of Tenderer

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FOR PROCUREMENT OF THE ELS VARIETAL COTTON SEED (TRUTHFULLY LABELLED SEED – NON BT)

FINANCIAL BID-II
(Should be placed in envelope marked "B")

(PRICE QUOTATION)

To,
General Manager (Purchase),
The Cotton Corporation of India Ltd.,
Kapas Bhavan, Plot No.3/A, Sector-10,
CBD Belapur, Navi Mumbai-400614.

Dear Sir,

With refernec to your advertisemnet in ----------on dated---------- we hereby quot our most competitive offer for procrument of the ELS Varietal Cotton seed (Truthfully labelled seed – Non BT) as per terms & conditions provided . The particular of offer are given below:

Sr. No.	Seed variety	Required quantity in Kg	Quantity offered in Kg	Rates (in Rs./ per kg including GST plus all other expenses up to delivery)
1	Suraj	10000		
2	Surabhi	90000		
	Total	100000		

Note: 1. L-1 shall be decided on the basis of individual variety-wise rate quoted.
2. Required quantity may increase or decrease as per the requirement.

Date:
Place:

Seal and Signature of Tenderer:
Name:
Capacity /Authority to sign:
Full address:

Procurement of ELS Varietal Cotton Seed (Truthfully labeled seed-Non BT)

Annexure-I

Place	Seed Variety	July-August	December-February	Total
Anywhere in Tamilnadu	Suraj	10000		10000
	Surabhi	70000	20000	90000
Grand Total		80000	20000	100000