

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LTD. (NCCF)

(An Apex Cooperative Organization under the Ministry of Cooperation, Government of India)

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NOTICE INVITING TENDER (NIT)

For Import and Supply of High-Quality Hybrid Vegetable Seeds

Tender No.: NCCF/Seeds/Import/Tender/2025-26/01

Mode: GeM-

Date: 01/01/2025

BACKGROUND & AUTHORITY (REVISED – SAFE VERSION)

NCCF invites **online/offline sealed tenders** under **Two-Bid System (Technical & Financial)** from **reputed, experienced, and financially sound manufacturers/importers** for **import and supply of high-quality hybrid vegetable seeds** under the applicable **Government of India schemes and guidelines**, including the **Mission for Integrated Development of Horticulture (MIDH)**.

The procurement is proposed in accordance with the relevant provisions of **MIDH operational guidelines**, particularly relating to import of planting material and creation/availability of **Post Entry Quarantine (PEQ) facilities**, as applicable.

This is a **formal Tender process** to ensure transparency, competitiveness, and value for money, in compliance with **General Financial Rules (GFR), 2017**.

Note:

1. NCCF reserves the right to reject all or any of the applications submitted in response to this tender at any stage without assigning any reasons whatsoever.
2. NCCF reserves the right to modify, cancel, suspend, change or supplement this Tender at any stage.
3. Any change to this tender document shall be uploaded on NCCF website <https://nccfindia.com/> applicants are advised to keep viewing the NCCF website for any corrigendum/ change.

Tender Details-

Particulars	Details
Tender No.	NCCF/Seeds/Import/Tender/2026
Tender Mode	Two-Bid System
Tender Type	Open Tender
Bid Submission Start Date	22.01.2026
Bid Submission End Date	03.02.2026
Technical Bid Opening	01.02.2026
Financial Bid Opening	03.02.2026
EMD	Rs.50000.00
Performance Security	5%

OBJECTIVE OF THE TENDER

The objective of this Tender is to:

- a) Import **high-quality hybrid vegetable seeds of proven performance** to enhance horticultural productivity and ensure availability of superior planting material.
- b) Implement the proposed procurement in accordance with **applicable Government of India horticulture development guidelines**, as adopted and followed by NCCF.
- c) Ensure a **transparent, competitive, fair, and legally enforceable procurement process** through an open tender mechanism in compliance with **GFR-2017** and NCCF procurement norms.
- d) Procure hybrid vegetable seeds on **FOR / CIF basis** within the **financial limits and budgetary provisions approved by NCCF**, ensuring value for money and fiscal prudence.

SCOPE OF SUPPLY

3.1 Scope of Work

The scope of this Tender shall include **import, supply, safe handling, storage (wherever applicable), and delivery of certified, high-quality F1 Hybrid Vegetable Seeds**, strictly in accordance with the technical specifications, quality standards, and conditions prescribed in this Tender Document.

3.2 Crops & Seed Types (Indicative)

The Tender shall cover the import and supply of **F1 Hybrid Vegetable Seeds** of the following crops, on a **crop-wise and variety-wise basis**, as specified in the Financial Bid (BOQ) and/or Purchase Order:

Sl. No.	Crop	Seed Type
1	Tomato	F1 Hybrid Seeds
2	Onion	F1 Hybrid Seeds
3	Chilli	F1 Hybrid Seeds
4	Capsicum	F1 Hybrid Seeds
5	Cabbage	F1 Hybrid Seeds
6	Cauliflower	F1 Hybrid Seeds
7	Brinjal	F1 Hybrid Seeds
8	Cucumber	F1 Hybrid Seeds
9	Sweet Corn	F1 Hybrid Seeds
10	Any other vegetable crop	F1 Hybrid Seeds

The actual crops, varieties, and quantities shall be indicated in the Financial Bid (BOQ) and/or Purchase Order issued by NCCF.

3.3 General Technical & Quality Requirements

All seeds supplied under this Tender shall mandatorily conform to the following minimum requirements:

a) Generation

Only **latest generation F1 Hybrid Seeds** shall be supplied. Open-pollinated varieties or non-hybrid seeds shall not be accepted.

b) Quality Parameters

The seeds shall be:

- Genetically pure and true to type
- Of high germination percentage (as prescribed in the Tender / Seed Act norms)
- Free from seed-borne diseases and pests

c) Shelf Life

The seeds shall have a **minimum remaining shelf life of 18–24 months** from the date of delivery at the designated location.

d) Packaging & Labeling

Seeds shall be supplied in **moisture-resistant, tamper-proof packaging**, properly sealed and clearly labeled in accordance with:

- Seed Act, 1966 and Seed Rules, 1968
- Legal Metrology (Packaged Commodities) Rules

- Applicable seed labeling norms

e) **Infrastructure Capability**

The bidder shall have adequate infrastructure or arrangements for:

- Proper storage (including cold storage, wherever required)
- Quality testing and certification
- Packaging and labeling

3.4 Delivery Location

Delivery of seeds shall be made at **locations as specified by NCCF in the Purchase Order**, which may include NCCF warehouses, State Agency locations, or any other designated destination within India.

3.5 Regulatory Compliance

The bidder shall ensure full and continuous compliance with all applicable laws, rules, and regulations, including but not limited to:

- Seed Act, 1966 and Seed Rules, 1968
- Plant Quarantine (Regulation of Import into India) Order, 2003
- DGFT regulations, Customs laws, and other statutory requirements relating to import, clearance, and supply

All statutory permissions, clearances, certificates, and documentation required for import and supply shall be the **sole responsibility of the bidder**.

3.6 Audit Protection & Risk Mitigation Clause

Any deviation, deficiency, or non-compliance with the prescribed technical specifications, regulatory requirements, or tender conditions at any stage—including inspection, testing, delivery, or post-delivery verification—shall result in:

- Rejection of the supplied material;
- Cancellation of the contract, in whole or in part;
- Forfeiture of Performance Security / EMD, as applicable;

without prejudice to NCCF's other legal, contractual, and statutory rights, including recovery of losses and initiation of appropriate action as per law.

ELIGIBILITY CRITERIA

Bids shall be considered **only from those bidders who fully satisfy all the eligibility criteria** prescribed below. Failure to meet **any one** of the criteria shall render the bid **liable to rejection at the technical evaluation stage**, without further consideration.

4.1 Legal Status

The bidder must be one of the following, duly registered and legally valid under applicable laws:

- Manufacturer** of hybrid vegetable seeds; or
- b) An **Original Equipment Manufacturer (OEM)**; or
- c) An **Authorized Importer / Distributor** of hybrid vegetable seeds.
- d) Should have supply experience of minimum 03 years in supply of similar items in any Central Government/State Govt./Autonomous Bodies/PSU/any other Central/State Govt. agencies, etc.

2. The bidder shall submit valid documentary evidence in support of its legal status, such as Certificate of Incorporation / Registration, Memorandum & Articles of Association, Partnership Deed, or equivalent statutory documents, as applicable.

- 3. Have current GST Registration Certificate (with active status)
- 4. Have valid PAN Card
- 5. Should not have been blacklisted or debarred by any Central Government/State Govt./Autonomous Bodies/PSU/any other Central/State Govt. agencies
- 6. Must not have been convicted under Prevention of Corruption Act, 1988, or any law causing public harm

4.2 Experience

The bidder must have a minimum of three (03) years' continuous experience in at least one of the following areas:

- a) Production of hybrid vegetable seeds; or
- b) International import and supply of hybrid vegetable seeds; or
- c) Supply of hybrid vegetable seeds to Government / PSU / Cooperative / reputed institutional buyers.

The bidder shall:

- Be registered with:
 - a. Seed Certification Authority
 - b. Directorate of Plant Protection, Quarantine & Storage (DPPQS);
- Hold a valid Import Export Code (IEC);
- Have proven experience of importing and/or supplying hybrid vegetable seeds to Government bodies / PSUs / Cooperative organizations / reputed institutional buyers;
- Submit all relevant and material documents in support of its eligibility and experience.

The experience and supporting documents submitted by the bidder shall be subject to verification during technical evaluation. In case of any discrepancy, deficiency, or requirement of clarification, NCCF may seek necessary clarifications from the bidder, failing which the bid shall be liable to rejection.

4.3 Authorization (Mandatory for Authorized Importers)

In case the bidder is **not the manufacturer**, a valid **Manufacturer's Authorization Form (MAF)** shall be mandatorily submitted.

The MAF shall:

- a) Be issued by the original manufacturer / breeder;
- b) Be **specific to this Tender**;
- c) Clearly authorize the bidder to import and supply the specified crops under this Tender;
- d) Be duly signed and stamped by the manufacturer.

Absence or invalidity of the MAF shall result in **outright rejection** of the bid.

4.4 Statutory Registrations

The bidder must possess and submit copies of the following valid statutory registrations:

- a) **Import Export Code (IEC)** issued by DGFT;
- b) **Goods and Services Tax (GST) Registration Certificate**, wherever applicable.

The registrations must be valid on the date of bid submission and throughout the contract period.

4.5 Financial Capacity

The bidder must be **financially sound and stable**, and shall meet the following requirements:

- a) The bidder shall have a **positive net worth of -----**;
- b) The bidder shall submit **audited financial statements** (Balance Sheet, Profit & Loss Account) for the **last three (03) financial years**.
- c) Audited balance sheets required
- d) Certificate of annual turnover from Chartered Accountant firms with valid UDIN (last 3 years)
- e) Should have minimum annual turnover of Rs. 1, -----/- for last 03 years (certified by Chartered Accountant with valid UDIN)

In case audited financials are not yet available for the latest financial year, a **Chartered Accountant-certified provisional statement** may be submitted.

4.6 Integrity & Non-Blacklisting

The bidder shall certify that:

- a) It has **not been blacklisted, debarred, or declared ineligible** by any Central Government, State Government, Public Sector Undertaking (PSU), Autonomous

Body, or Cooperative Organization;
b) No investigation or proceeding for corrupt, fraudulent, or unethical practices is pending against the bidder that would materially affect its eligibility.

A **self-declaration to this effect** shall be submitted as per the prescribed Annexure.

4.7 Legal & Audit Protection Clause

Submission of **false, misleading, fabricated, or suppressed information** at any stage of the tender process shall result in one or more of the following actions, at the sole discretion of NCCF:

- Rejection of the bid;
- Termination of the contract, if already awarded;
- Forfeiture of Earnest Money Deposit / Performance Security;
- Blacklisting / debarring of the bidder;
- Recovery of losses or damages suffered by NCCF;
- Initiation of appropriate legal action as per applicable laws.

Such action shall be **without prejudice to NCCF's other contractual and statutory rights**.

TECHNICAL SPECIFICATIONS & QUALITY STANDARDS (DETAILED & MANDATORY)

The hybrid vegetable seeds supplied under this Tender shall strictly conform to the technical specifications, quality parameters, and standards prescribed below. **Compliance with all requirements is mandatory**, and any deviation shall render the bid or supplied material liable to rejection.

5.1 Seed Type & Generation

- a) Only **F1 Hybrid Seeds** of the respective crops shall be supplied.
- b) Open-pollinated varieties, non-hybrid seeds, or obsolete varieties shall **not be accepted**.
- c) The seeds shall be of **latest commercially proven generation**, suitable for institutional and large-scale use.

5.2 Germination & Genetic Purity Standards

The seeds offered shall meet the following minimum quality benchmarks:

a) Germination Percentage:

- Minimum 90% to 95%, as applicable to the crop, as per standards of a recognized / accredited laboratory.

b) Genetic Purity:

- Minimum **98% genetic purity**;

- **Physical purity** shall not be less than **99%**.

Supporting laboratory test reports shall be submitted along with the Technical Bid.

5.3 Moisture Content

The moisture content of seeds shall be **within permissible limits** as prescribed under **ISTA / international seed testing standards**, suitable for long-term storage and transportation.

5.4 Seed Treatment

- a) Seeds may be supplied **untreated or treated** only with **Government of India–approved fungicides/pesticides**, wherever applicable.
- b) Details of seed treatment, if any, shall be clearly indicated on the packaging and in the technical documentation.

5.5 Shelf Life

The seeds supplied shall have a **minimum remaining shelf life of 18–24 months** from the date of delivery at the designated NCCF location.

Seeds nearing expiry or with inadequate shelf life shall not be accepted.

5.6 Packaging & Labelling

- a) Seeds shall be packed in **high-quality, moisture-resistant, tamper-proof packaging** suitable for international transport.

- b) Each packet/container shall be clearly labelled in accordance with:

- Seed Act, 1966 and rules made thereunder;
- Legal Metrology (Packaged Commodities) Rules;

- c) Labels shall include, inter alia:

- Crop & variety name
- Lot / batch number
- Date of packing
- Germination percentage
- Net quantity
- Country of origin
- Shelf life / validity

5.7 Inspection, Testing & Verification

- a) NCCF reserves the right to conduct **inspection, sampling, and testing** of seeds at any stage, including:

- Pre-dispatch stage;
- At the time of delivery;

- Post-delivery through an accredited laboratory.

b) In case of any dispute regarding quality, the decision based on **test reports of a Government-recognized / accredited laboratory** shall be final and binding.

5.8 Quality Liability & Replacement Clause

a) The supplier shall be **solely responsible** for the quality, performance, and conformity of the seeds supplied.

b) If the seeds fail to meet prescribed specifications or quality parameters:

- The entire lot may be rejected;
- The supplier shall replace the rejected material **at its own cost and risk**, within the time specified by NCCF.

c) Rejection shall be **without prejudice to NCCF's right** to levy penalties, liquidated damages, or take other contractual/legal action.

5.9 Audit & Risk Mitigation Clause

Any supply of sub-standard, misrepresented, or non-conforming seeds shall be treated as a **material breach of contract**, entitling NCCF to:

- Reject the material;
- Cancel the contract in whole or in part;
- Forfeit Performance Security;
- Recover losses/damages;
- Initiate appropriate action as per law

BID SUBMISSION & TWO-BID SYSTEM (DETAILED & MANDATORY)

This Tender shall be processed under the **Two-Bid System**, comprising a **Technical Bid** and a **Financial Bid**, to be submitted **online through the GeM**, in accordance with the instructions contained herein.

6.1 Mode of Bid Submission

a) Bids shall be submitted **only through GeM** on the

b) **Physical submission of bids shall not be accepted**, except where specifically permitted by NCCF through written communication.

c) Bids submitted by any other mode shall be treated as **non-responsive** and rejected outright.

6.2 Two-Bid System Structure

The bidder shall submit the bid in the following two separate electronic covers/folders on CPPP:

- **Part-I: Technical Bid**

- **Part-II: Financial Bid**

The Financial Bid of only those bidders who are found **technically responsive** shall be opened.

6.3 Contents of Technical Bid (Part-I)

The Technical Bid shall contain **all documents required to establish eligibility, technical capability, statutory compliance, and quality conformance**, including but not limited to:

- a) Certificate of Incorporation / Registration of the bidder;
- b) Valid **Import Export Code (IEC)**;
- c) Valid **GST Registration Certificate** (where applicable);
- d) **Manufacturer's Authorization Form (MAF)**, if applicable;
- e) Documentary proof of **minimum three (03) years' experience**;
- f) Audited financial statements for the **last three (03) financial years**;
- g) Technical datasheets, catalogues, and laboratory test reports;
- h) Signed **Self-Declaration, Undertakings, and Annexures** as prescribed;
- i) Proof of submission of **EMD / Bid Security** or exemption, if applicable.
- j) Seed certification documents
- k) Experience certificates
- l) Financial statements
- m) Undertaking for compliance with GFR 2017

All documents shall be **self-attested**, clear, legible, and uploaded in the prescribed format.

6.4 Contents of Financial Bid (Part-II)

- a) The Financial Bid shall be submitted online through GeM in the prescribed Financial Bid / Item-wise Rate Schedule format provided in the Tender Document.
- b) No separate price schedule, quotation, or financial annexure other than the prescribed Financial Bid format shall be accepted.
- c) Prices shall be quoted strictly in accordance with the Financial Conditions of the Tender, on the basis specified therein (FOR / CIF, as applicable).
- d) The quoted prices shall be inclusive of all applicable taxes, duties, freight, insurance, packing, and other incidental charges, which shall be clearly indicated in the Financial Bid.
- e) The quoted prices shall remain valid for a minimum period of 120 days from the date of opening of the Technical Bid.

Any Financial Bid submitted in deviation of the prescribed format shall be summarily rejected.

Evaluation Method

- Technical evaluation first
- Financial bids of technically qualified bidders only

- **L1 (Lowest Price)** selection specified

6.5 Earnest Money Deposit (EMD) / Bid Security

- a) The bidder shall submit **EMD / Bid Security @Rs 50000.00** as specified in the Tender Document, through the mode prescribed on CPP.
- b) Bidders claiming exemption, if any, shall submit valid documentary proof.

Note: Micro and Small Enterprises (MSEs) and Start-ups recognized by DPIIT are exempted from Bid Security requirement

- c) Bids without valid EMD / Bid Security or exemption shall be treated as non-responsive.

6.6 Bid Validity

- a) The bid shall remain **valid for a period of 180 days** from the date of opening of the Technical Bid.
- b) Withdrawal or modification of the bid during the validity period shall result in **forfeiture of EMD** and other actions as per Tender conditions.

6.7 Clarifications & Amendments

- a) Any clarification sought by bidders shall be submitted **only through CPP**, within the time specified.
- b) NCCF may issue **corrigendum / addendum / amendments** to the Tender, which shall form an integral part of the Tender Document.
- c) Bidders are required to regularly check CPPP for updates.

6.8 Late, Conditional, or Incomplete Bids

- a) Bids received after the stipulated date and time shall **not be accepted**.
- b) **Conditional bids**, bids with deviations, or bids not complying with Tender requirements shall be **rejected outright**.
- c) NCCF shall not be responsible for technical errors, delays, or connectivity issues at the bidder's end.

6.9 Right of NCCF

NCCF reserves the right to:

- Reject any bid that does not conform to Tender conditions;
- Seek additional information or clarification from bidders;
- Cancel or modify the Tender process at any stage prior to issuance of Purchase Order.

The decision of NCCF in this regard shall be **final and binding**.

6.10 Audit & Legal Safeguard Clause

Failure to comply with the bid submission requirements set out below shall render the bid liable to rejection without further evaluation, **without prejudice to NCCF's rights** under the Tender and applicable laws.

FINANCIAL CONDITIONS & PRICE BASIS (DETAILED & LEGALLY BINDING)

This governs the **financial terms, price structure, and payment conditions** applicable to this Tender. All bidders shall strictly adhere to the provisions set out herein. **Any deviation shall render the bid liable to rejection.**

7.1 Price Basis

a) Bidders shall quote prices strictly on one or both of the following bases, as specified in the Financial Bid (BOQ):

- **FOR (Free on Road)** – inclusive of inland transportation up to the designated NCCF delivery location; and/or
- **CIF (Cost, Insurance & Freight)** – inclusive of cost of goods, international freight, and insurance up to the Indian port of entry.

b) The quoted price shall represent the **complete landed cost to NCCF**, unless otherwise expressly stated in the BOQ.

7.2 Price Firmness & Non-Escalation

a) Prices quoted shall be **firm, fixed, and non-escapable** for the entire contract / rate contract period.

b) No claim for price variation shall be entertained on account of:

- Foreign exchange fluctuation;
- Increase in freight, insurance, customs duty, or taxes;
- Market price variation or any other reason whatsoever.

a) The bidder shall be deemed to have factored all such contingencies while quoting the prices.

7.3 Price Validity

a) The Financial Bid shall remain **valid for a period of 180 days** from the date of opening of the Technical Bid.

b) Withdrawal or modification of prices during the validity period shall result in **forfeiture of EMD / Bid Security** and rejection of the bid.

7.4 Taxes, Duties & Levies

a) All applicable **taxes, duties, cess, and statutory levies** shall be clearly indicated separately in the BOQ.

b) Any variation in statutory taxes after bid submission shall be dealt with strictly in

accordance with **Government of India rules** applicable at the time of supply.

c) No other claims on account of taxes or duties shall be admissible.

7.5 Evaluation of Financial Bids

a) Financial Bids shall be evaluated **only for technically qualified bidders**.

b) Evaluation shall be carried out on **L1 (Lowest Evaluated Responsive Bidder)** basis, considering the **total landed cost to NCCF**.

c) NCCF reserves the right to:

- Award the contract item-wise or crop-wise;
- Split quantities among one or more bidders, if considered necessary.

7.6 Contract Formation & Binding Nature

a) Submission of the Financial Bid by the bidder shall constitute a **legal offer**.

b) Issuance of **Letter of Award (LoA) / Purchase Order (PO)** by NCCF shall constitute a **concluded, valid, and legally binding contract**.

c) Rates once accepted shall **not be withdrawn, revised, or modified** under any circumstances during the contract period.

7.7 Payment Terms

a) Payment shall be made after:

- Receipt of material in good condition;
- Verification of quantity and quality;
- Submission of complete and correct invoices and supporting documents.

b) The mode and timeline of payment shall be as specified in the Purchase Order, subject to statutory deductions, if any.

7.8 Audit & Financial Safeguard Clause

Any attempt to revise prices, introduce conditional pricing, or submit misleading financial information shall be treated as a **material breach of tender conditions**, entitling NCCF to:

- Reject the bid or cancel the contract;
- Forfeit EMD / Performance Security;
- Recover financial losses;
- Initiate appropriate legal action, as applicable

EVALUATION & AWARD OF CONTRACT (DETAILED & REVISED)

This describes the **methodology for evaluation of bids and award of contract** under this Tender. The evaluation shall be conducted in a **fair, transparent, and objective manner**, strictly in accordance with the provisions of this Tender and applicable procurement rules.

8.1 Evaluation Methodology

The Tender shall be evaluated under a **Two-Stage Evaluation Process**, as detailed below:

- **Stage-I : Technical Evaluation**
- **Stage-II : Financial Evaluation**

Only those bidders who qualify in **Stage-I (Technical Evaluation)** shall be considered for **Stage-II (Financial Evaluation)**.

8.2 Technical Evaluation

a) The Technical Bids shall be evaluated to determine compliance with:

- Eligibility Criteria specified above;
- Technical Specifications & Quality Standards specified;
- Bid submission requirements specified in **above**.

b) The evaluation shall be based on **documentary evidence** submitted by the bidder.

c) NCCF may seek **clarifications or additional information** from bidders during evaluation; however, no change in the substance of the bid shall be permitted.

d) Bids found to be **incomplete, non-responsive, or non-compliant** shall be rejected at this stage.

8.3 Financial Evaluation

a) Financial Bids of only those bidders who are declared **technically responsive** shall be opened.

b) Financial evaluation shall be carried out on the basis of the **total landed cost to NCCF**, as quoted in the BOQ.

c) The bidder offering the **Lowest Evaluated Responsive Price (L1)** shall be identified, item-wise or crop-wise, as applicable.

8.4 Award of Contract

a) The contract shall be awarded by **National Cooperative Consumers' Federation of India Ltd. (NCCF)** to the bidder whose bid is found to be **technically responsive, financially evaluated, and lowest (L1)** in accordance with this Tender.

b) Issuance of the **Letter of Award (LoA) / Purchase Order (PO)** by NCCF shall constitute a **concluded, valid, and legally binding contract** between NCCF and the successful bidder.

c) NCCF reserves the right to:

- Award the contract **in full or in part**;
- **Split quantities** among one or more bidders;
- Award contracts **crop-wise or item-wise**, as deemed appropriate.

8.5 Right to Reject / Cancel

- a) NCCF reserves the right to **accept or reject any or all bids**, wholly or partly, or to cancel the tender process at any stage prior to issuance of the Purchase Order, without assigning any reason and without incurring any liability.
- b) Such action shall not give rise to any claim or compensation from any bidder.

8.6 Finality of Decision

The decision of **NCCF** with regard to evaluation of bids and award of contract shall be **final and binding** on all bidders. No correspondence or representation in this regard shall be entertained.

8.7 Audit & Legal Safeguard Clause

The entire evaluation and award process shall be subject to **internal audit, statutory audit, and vigilance scrutiny**. Any attempt by a bidder to influence the evaluation process or submit misleading information shall render the bid liable to rejection and invite appropriate action as per law.

B. GENERAL CONDITIONS

- Violation in any terms & conditions of this tender is not allowed. Violation of any terms & conditions of this tender may lead to termination/blacklisting.
- NCCF reserves the rights to call for any additional information/documents from experienced firms/agency and same shall be submitted by them to NCCF within given time period.
- NCCF reserves the right to cancel this tender in totality without assigning any reason.
- It may kindly be noted that Government of India or any State Government in India shall not be a party to this transaction.
- At any stage, if it is found that the business associate/proprietor/supplier/manufacture, etc has given incorrect and misleading certificate/information/document(s), NCCF shall free to take suitable action including cancellation of contract, blacklisting of the applicant, imposing penalty etc.
- NCCF shall terminate the empanelment of the supplier/manufacture, etc if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.
- Quantity of the items mentioned above may vary depending upon the requirement.
- NCCF may terminate the contract for default, breach of terms, violation of law, non-performance, etc.
- All the data, record, etc should be maintained with confidentiality. There should be no breach of obligation on the part of firm, in case of breach of obligation, appropriate action will be taken against the party.

Interpretation of the clauses in the tender Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in

this tender document, NCCF's interpretation of the clauses shall be final and binding on all applicants/parties.

Integrity & Anti-Corruption Clause:

The supplier shall not engage in any corrupt, fraudulent, collusive, or coercive practices. If such activities are detected, NCCF may cancel the contract immediately and may blacklist the supplier, impose penalty and take legal action as per applicable laws.

PERFORMANCE SECURITY, LIQUIDATED DAMAGES & TERMINATION (DETAILED & MANDATORY)

This sets out the requirements relating to **Performance Security, penalties for delay/non-performance, quality failures, and termination of contract**. Compliance with this is mandatory.

9.1 Performance Security (Performance Bank Guarantee / Security Deposit)

a) The successful bidder shall furnish **Performance Security** equivalent to **5% (Five Percent)** of the total value of the Purchase Order (or such percentage as specified in the Purchase Order), in the form of a **Performance Bank Guarantee (PBG)** issued by a Scheduled Commercial Bank in India.

b) The Performance Security shall be submitted **within fifteen (15) days** from the date of issuance of the **Letter of Award (LoA) / Purchase Order (PO)**.

c) The Performance Security shall remain **valid for the entire contract period and for sixty (60) days beyond** the completion of all contractual obligations, including replacement/quality obligations, if any.

d) Failure to submit the Performance Security within the stipulated time shall render the award liable to **cancellation**, and NCCF may proceed to take appropriate action as per Tender conditions.

9.2 Purpose of Performance Security

The Performance Security shall be retained by NCCF as a safeguard against:

- Failure to perform contractual obligations;
- Delay in supply;
- Supply of sub-standard or non-conforming material;
- Breach of any term or condition of the contract.

Invocation of Performance Security shall be **without prejudice** to NCCF's other contractual and legal remedies.

9.3 Liquidated Damages (LD) for Delay

a) In case of delay in supply beyond the delivery schedule specified in the Purchase Order, **Liquidated Damages (LD)** shall be levied at the rate of:

- **0.5% (Zero Point Five Percent) of the value of delayed goods per week or part thereof,** subject to a **maximum of 10% (Ten Percent)** of the total Purchase Order value.

b) LD shall be recoverable from the Performance Security or from any amount payable to the supplier.

c) Levy of LD shall not relieve the supplier from its obligation to complete the supply.

9.4 Quality Failure & Replacement

a) If the supplied seeds fail to meet the **technical specifications, quality standards, or laboratory test requirements** prescribed in the Tender, the entire lot may be **rejected**.

b) In such cases, the supplier shall replace the rejected material **at its own cost and risk**, within the time period specified by NCCF.

c) Repeated quality failures shall be treated as a **material breach of contract**, entitling NCCF to invoke Performance Security and take further action.

9.5 Forfeiture of Performance Security

The Performance Security shall be liable to be **forfeited, wholly or partly**, in the event of:

- Failure to execute the contract as per terms;
- Failure to replace rejected material within stipulated time;
- Abandonment or withdrawal from the contract;
- Any other breach causing financial loss or operational disruption to NCCF.

9.6 Termination for Default

a) NCCF may terminate the contract, **in whole or in part**, by issuing a written notice to the supplier, in the event of:

- Persistent delay in supply;
- Repeated quality failures;
- Breach of any material term or condition;
- Insolvency, liquidation, or cessation of business by the supplier.

b) Termination under this clause shall be **without prejudice** to NCCF's right to recover losses or damages.

9.7 Termination for Convenience

NCCF reserves the right to **terminate the contract at its discretion**, in whole or in part, by giving reasonable written notice, without assigning any reason and without incurring any liability, other than payment for goods duly supplied and accepted up to the date of termination.

9.8 Audit & Legal Safeguard Clause

All actions taken under this clause, including levy of LD, invocation of Performance Security, or termination of contract, shall be subject to **audit and vigilance scrutiny** and shall be exercised strictly in accordance with the Tender conditions and applicable laws.

GENERAL TERMS & CONDITIONS (DETAILED & MANDATORY)

This lays down the **general contractual conditions** governing this Tender and the resultant contract. These conditions shall be read in conjunction with all other clauses, Annexures, and the Purchase Order issued by NCCF.

10.1 Governing Rules & Laws

a) This Tender and the contract arising therefrom shall be governed by:

- Applicable laws, rules, and regulations in force in India;
- NCCF's approved procurement policies and procedures.

b) In case of any conflict or inconsistency, the provisions of the **Tender Document and Purchase Order** shall prevail.

10.2 Compliance with Laws

The supplier shall comply with **all applicable Central and State laws**, rules, regulations, notifications, and statutory requirements, including but not limited to laws relating to:

- Import and customs clearance;
- Seed quality, packaging, and labelling;
- Taxation and statutory levies;
- Labour, safety, and environmental compliance (where applicable).

Non-compliance shall be treated as a **breach of contract** and strict action shall be taken against supplier which may lead blacklisting, imposing penalty, taking legal action as per law, forfeiture of security, etc.

10.3 Force Majeure

a) Neither party shall be liable for failure or delay in performance of obligations due to **Force Majeure events**, including but not limited to acts of God, war, natural

calamities, epidemics, governmental restrictions, or any other events beyond reasonable control.

b) The affected party shall notify the other party in writing within a reasonable time of occurrence of such event.

c) Performance shall resume as soon as the Force Majeure condition ceases.

10.4 Confidentiality

a) All information, documents, and data exchanged during the Tender process and execution of contract shall be treated as **confidential**.

b) The supplier shall not disclose any such information to any third party without prior written consent of NCCF, except where disclosure is required by law.

10.5 Assignment & Sub-Contracting

a) The supplier shall **not assign or sub-contract** the whole or any part of the contract without prior written permission of NCCF.

b) Any unauthorized assignment or sub-contracting shall render the contract liable to termination.

10.6 Integrity, Ethics & Conflict of Interest

a) The bidder/supplier shall adhere to the **highest standards of integrity, transparency, and ethical conduct**.

b) Any attempt to influence the Tender or contract execution process shall result in rejection/termination and appropriate action.

c) Any **conflict of interest**, actual or potential, shall be disclosed immediately to NCCF.

10.7 Indemnity

The supplier shall indemnify and keep NCCF **fully indemnified** against all losses, damages, claims, liabilities, penalties, or expenses arising out of:

- Breach of contract;
- Violation of laws or regulations;
- Supply of defective or sub-standard material;
- Third-party claims relating to intellectual property or statutory compliance.

10.8 Dispute Resolution & Jurisdiction

Any dispute, controversy, or difference arising out of or relating to this tender, its interpretation, execution, or performance, which cannot be resolved amicably between the parties, shall be referred to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and any amendments or re-enactments thereto.

The arbitration proceedings shall be conducted by a sole arbitrator appointed mutually by both parties. The seat and venue of arbitration shall be ____Kanpur, Uttar Pradesh____, and the arbitration proceedings shall be conducted in English.

The decision of the arbitrator shall be final and binding on all parties. Each party shall bear its own costs related to arbitration, and the cost of arbitration shall be shared equally unless otherwise determined by the arbitrator.

10.9 Waiver

Failure by NCCF at any time to enforce any provision of the contract shall not constitute a waiver of its rights, nor shall it affect the validity of the contract.

10.10 Severability

If any provision of the contract is held invalid or unenforceable, the remaining provisions shall continue to be **valid and enforceable**.

10.11 Audit & Vigilance Clause

The contract and all related records shall be open to inspection and audit by **internal audit, statutory audit, and vigilance authorities**, as applicable. The supplier shall extend full cooperation in this regard.

BM NCCF
Kanpur
bm.kanpur@nccf-india.com

ANNEXURE-I

SELF-DECLARATION / UNDERTAKING

(On Bidder's Letterhead)

I/We, _____ (Name of Bidder), having registered office at _____, hereby declare that:

1. I/We have carefully read and understood the complete Tender Document issued by **National Cooperative Consumers' Federation of India Ltd. (NCCF)** for *Import and Supply of Hybrid Vegetable Seeds* and agree to abide by all terms, conditions, specifications, and clauses without any deviation.
2. All information, documents, and data submitted by us are **true, correct, complete, and authentic**.
3. I/We confirm that our firm/company has **not been blacklisted, debarred, or banned** by any Central Government, State Government, PSU, Autonomous Body, or Cooperative Institution.
4. I/We undertake to comply with all applicable laws including the Seed Act, Plant Quarantine Order, DGFT, Customs, and other statutory requirements.
5. I/We understand that submission of any false or misleading information shall render our bid liable to rejection, termination of contract, forfeiture of security, recovery of losses, and legal action.

Signature: _____

Name & Designation: _____

Date: _____

Seal

ANNEXURE-II

MANUFACTURER'S AUTHORIZATION FORM (MAF)

(Applicable only for Authorized Importers)

This is to certify that we, _____ (Name of Manufacturer), having _____ registered _____ office _____ at _____, hereby authorize:

Name of Authorized Importer: _____

Address: _____

to participate in **Tender No. NCCF/Seeds/Import/Tender/2025-26/01** floated by **NCCF** and to import and supply our **Hybrid Vegetable Seeds (F1)** in India.

Authorized

Crops:

Tomato Chilli Cucumber Sweet Corn

This authorization is valid only for the above Tender.

Signature (Manufacturer): _____

Name & Designation: _____

Date: _____

Seal

ANNEXURE-III

TECHNICAL COMPLIANCE STATEMENT

Sl. No.	Requirement	Compliance (Yes/No)	Remarks
1	Seed Type – F1 Hybrid		
2	Germination \geq 85–90%		
3	Genetic Purity \geq 98%		
4	Shelf Life \geq 18 months		
5	Moisture-resistant packaging		
6	Seed Act compliance		
7	Plant Quarantine compliance		

Authorized Signatory: _____

Date: _____

ANNEXURE-IV

PRICE FIRMNESS & VALIDITY DECLARATION

I/We hereby declare that:

1. Prices quoted in the Financial Bid (BOQ) are **firm, fixed, and non-escalable**.
2. No claim for price revision due to exchange rate, duties, freight, or market fluctuation shall be raised.
3. Prices are quoted strictly on **FOR / CIF basis**.
4. Issuance of Purchase Order by NCCF shall constitute a **legally binding contract**.

Signature: _____

Date: _____

ANNEXURE–V

CONFLICT OF INTEREST DECLARATION

I/We certify that:

1. There is **no conflict of interest**, direct or indirect, in participating in this Tender.
2. No NCCF official or their relatives have any interest in our firm.
3. Any future conflict shall be immediately disclosed to NCCF.

Signature: _____

Date: _____

ANNEXURE–VI

PERFORMANCE SECURITY UNDERTAKING

I/We undertake that upon receipt of **Letter of Award / Purchase Order**, we shall submit **Performance Security** clause of the Tender within the prescribed time.

Failure to do so shall result in cancellation of award and forfeiture of EMD.

Signature: _____

Date: _____

ANNEXURE–VII

BANK DETAILS FOR PAYMENT

Particular	Details
Name of Firm	
Bank Name	
Branch	
Account No.	
IFSC Code	
Account Type	

Certified correct.

Authorized Signatory: _____

Date: _____

Seal

ANNEXURE–VIII

FINANCIAL BID / ITEM-WISE RATE SCHEDULE

Important Note for Bidders:

- Quantities are **indicative only / not mentioned**.
- Rates shall be quoted **item-wise** and shall be **firm and binding**.

- Actual quantity shall be mentioned in the Purchase Order issued by NCCF.

A. Item-wise Rate Schedule

Sl. No.	Item Description	Seed Type	Unit	Rate (INR)	Basis (FOR / CIF)
1	Tomato Hybrid Seeds	F1 Hybrid	Per Kg / Gm		
2	Chilli Hybrid Seeds	F1 Hybrid	Per Kg / Gm		
3	Cucumber Hybrid Seeds	F1 Hybrid	Per Kg / Gm		
4	Sweet Corn Hybrid Seeds	F1 Hybrid	Per Kg		

B. Price Declaration (Mandatory)

The above rates:

- ✓ Are **firm, fixed, and non-escalable**
- ✓ Are inclusive of all applicable costs, duties, packing, insurance, freight, etc., unless otherwise specified
- ✓ Shall remain valid for the entire contract period
- ✓ Shall be applicable for quantities as mentioned in the Purchase Order issued by NCCF

C. Legal Binding Statement

I/We hereby declare that the rates quoted above:

- Are true, correct, and final
- Shall be **legally binding upon acceptance** by NCCF
- Shall not be withdrawn or revised after submission

Signature: _____

Name: _____

Designation: _____

Company Seal: _____

Date: _____

VENDOR TENDER SUBMISSION CHECKLIST

- All documents uploaded on CPPP
- Technical Bid complete
- Financial BOQ uploaded
- All Annexures signed
- EMD / exemption uploaded

Signature: _____

Date: _____