

OUTREACH Association of Volunteers for Rural Development (NGO)
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Public Tender Notice

The Executive Director, OUTREACH Association of Volunteers for Rural Development, Bengaluru invites tenders in sealed quotations under two bid system; (i) technical bid and (ii) commercial bid from eligible and qualified, reputed licensed seed suppliers for supplying about 6,000 kilograms (450gms packet for delinted & other packet size as required for linted and TL seeds) of certified extra-long staple (ELS) Non-GMO cotton hybrid seeds (having staple length more than 32.5mm) by 20th March 2025 to the project 'Promotion of ELS cotton in Mysuru and Haveri districts of Karnataka state, India.

Last date for receipt of tenders is 5.00 p.m. on February 12, 2025.

Technical bids part I will be opened on February 13,2025, at 11 a.m.

Any changes/amendments (if any) to this tender will be published in the Outreach website www.outreachindia.org and download for tender document

Tender document for supply of Non-Genetically Modified Organism (GMO) on or before opening of the tender Extra Long Staple (ELS) delinted and certified cotton hybrid seeds

Part - A

I. Instructions to tenderer:

1. The tenderers are advised in their own interest to carefully study the tender documents and furnish the relevant information and copies of documents. Incomplete bids are liable for rejection.
2. The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language. There is no pre-bid meeting for the present procurement.
3. In case of any doubt regarding the interpretation of the tender notice, the decision of the Deputy Director, OUTREACH, Bengaluru is final and binding on the supplier. The intending tenderer is advised to get clarification for any doubt and ascertain from the Deputy Director, OUTREACH, Bengaluru regarding the terms and conditions of the contract that shall be embodied in the agreement before submitting the tender.
4. All the tender documents (formats, specifications, terms & conditions, etc) can be downloaded from the OUTREACH website or contact this office through email to obtain the tender documents during working hours (Monday to Friday between 9.00 AM to 5.00 PM).

5. **How to submit:** The bids must be submitted in the prescribed tender formats only in the sealed cover for technical and commercial bid separately and both the sealed covers should be submitted in a single cover on or before 5.00pm on 10.02.2025.
6. The tenderer should be superscribed as 'Tender for supply of Extra Long Staple non-GMO certified cotton hybrid seeds' on the tender document and submit within specified time.
7. Amendment or addendum or corrigendum, if any to this notification will be put up on the notice board of the office of the Executive Director of OUTREACH, Bengaluru as well as in OUTREACH website on or before tender opening is done.

II. Who can participate/Eligibility Criteria:

1. The bidders should be licensed seed suppliers who deals with extra-long staple non-GMO cotton seeds production and should be well experienced in production and supply of quality and certified seeds.
2. **Experience and technical capacity:** The bidder shall furnish the following documents demonstrate that it meets the following experience requirements.
 - a. Bidder should be a reputed ELS cotton non-GMO seed supplier having minimum of five years of experience in the field of seed production and supply of quality seeds.
 - b. The bidder should have annual production and or supply capacity of at least 3 times the tendered quantity of the tendered non-GMO ELS cotton seeds.
 - c. The bidder shall furnish the information of any three (3) key supplies made with quantity and satisfactory performance during past 3 years. Bidders shall furnish documentary evidence in support of the satisfactory delivery and quality of non-GMO seeds supplied.
 - d. Either before or during the course of contract operations if it is revealed that the contractor is a person convicted in a court of law for offences involving moral turpitude in relation to his business or blacklisted or insolvent or has failed to pay government dues, the contract will be rejected or shall be liable to be cancelled forthwith and the contractor shall have no claim whatsoever on the deposit kept by him which will be forfeited by OUTREACH or for payments. If any due to him in respect of supply of seeds by him or compensation for cancellation of the contract.

III. **Compliances:**

The tender is to be submitted in **Two Bid System**, i.e. "Technical Bid" and "Commercial Bid". The technical and commercial bids prepared by the bidder shall comprise the followings:

1. The bidder should provide the details of non-GMO ELS cotton seed production and processing facilities available – seed production area, location & size of go-down and location & seed processing plant.
2. The bidder should provide the quantity of ELS seeds marketed during the last three years.
3. The bidder should provide a detailed description of varietal characters and production performance of ELS notified varieties quotes in the tender.
4. Tenderers should also enclose the test report for germination & purity and other parameters as per the Seeds Act, 1966 and Rules 1968.

IV. Technical bid Part - I

The following documents are to be furnished by the Bidder along with **Technical Bid** format **Annexure II** duly filled as per the tender document:

Sl. No.	Check list of enclosures	Enclosed (Yes/No)
1	Certificate of registration of the prop/firm/company from the registering authority	
2	Seed Licence	
3	Copy of the notified varieties as per the Seeds act, 1966	
3	PAN Number	
4	An affidavit of ownership of proprietary firm	
5	Whether company is blacklisted/debarred by any of the government institutions of India and no pending litigations.	
6	Affidavit/certificate that my/our firm has not been blacklisted/debarred by any of the government institutions of India and no pending litigations.	
7	Income-Tax return for the last three years	
8	A copy of GST registration	
9	Signature of the authorised signatory	
10	EMD-RS.10,000 (Rupees Ten Thousand) in the form of DD drawn in favour of OUTREACH Association of Volunteers for Rural Development	

V. The supply of seeds should be as per the specifications mentioned below:

1. Non-GMO, Extra-long staple cotton notified hybrid variety seeds (above 32.5mm) (certified linted/delinted, TL separately).
2. **Delinted seeds** should be supplied in 450 gms packet only, while linted seeds as per recommendation.
3. Notified hybrid Variety seeds should be suitable to **Agro-climatic conditions** of Mysuru and Haveri districts in Karnataka
4. Should be **certified seeds** from the State's certification agencies in India as per certification standards. The OUTREACH in-house committee will also examine and finalize the Truthful labelled (TL) seeds only if there is a shortage of certified seeds.
5. The cotton seeds must be packed in high-quality, non-toxic, and moisture-resistant packaging material to preserve seed quality during transportation and storage.
6. Supply schedule will be given to the suppliers along with destination at the execution of MOU

VI. Terms and conditions:

1. **Terms of payment:** The supplier will mention the packet wise quantity of seeds supplied in the bills. The bill should be raised by the supplier addressed to the designated officer of OUTREACH, who in turn shall certify receipt of the seeds on the bill and forward the same within seven days of receipt, for payment.
2. No advance of any kind will be made for supply of seeds.
3. OUTREACH Office at Bengaluru shall release an amount equal to 80 percent of the cost of seeds through RTGS/ Core Banking within 15 days after receipt of Original Bills duly stock entered.
4. Balance 20 percent of the seed cost will be released on receipt of satisfactory test report (germination & genetic purity) drawn by field/laboratory after 30 days.
5. Tax deduction will be made as per statutory rates if applicable.
6. The supplying agencies will indemnify the OUTREACH for any loss liable to be sustained for payment of compensation as per the decision of any consumer forum/court/Govt.
7. OUTREACH is free to reject any seed lot at any stage if fails to meet the prescribed standards.
8. The supplier will take responsibility to ensure the seeds reach the project sites in prime condition and if any damages during transit, will be the responsibility of the supplier to replace the lost/ damaged seeds within 7 days of reporting such an incident at his own cost.
9. **Security money deposit:** 2.50% of the total value quoted for the tender will be collected as security money deposit from eligible seed suppliers at the time of MOU. This amount will not carry any interest and will be refunded after six months and only after the receipt of feedback issued by the field officials of OUTREACH.
10. **Earnest money deposit:** The seed supplier has to pay an Earnest Money Deposit (EMD) of Rs.10,000/- in the form of Demand Draft of a Nationalized Bank. EMD amount will be refunded to unsuccessful bidders. No interest shall be allowed on earnest money. Whereas in case of successful bidders the EMD amount will be adjusted towards the security deposit.
11. **Forfeit of EMD:** Earnest money deposit of a Bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period.
12. **Purchaser bidders Right to accept any tender and to reject any or all tenders:** The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder.
13. Technical/Commercial bid proposal received from suppliers received at OUTREACH Office will be examined by an in-house committee constituted for the purpose. The Committee will scrutinize the relevant papers received from the suppliers for evaluating the credibility/financial strength/infrastructure facilities/grower base etc. to qualify the bidder. The in-house Committee members shall scrutinize the tender and complete the process including finalisation of rate.
14. Once the process of selection of eligible seed supplier is completed, the OUTREACH will get into execution of MOU/formal contract with the successful seed supplier/s for further procurement of seeds.

VII. Commercial Bid Part-II:

Commercial Bid should be submitted as per format (Annexure III.). Commercial bid shall prima-facia shall be rejected in case of any deviation from the technical bid of the bidder and found that any fact concealed or hided in commercial bid/technical bid.

1. The interested seed suppliers may quote their best rate separately for each notified variety of fresh and revalidated as in the prescribed format (Annexure-III) for landed cost at destination including applicable tax & levies i.e. GST, CST/service tax/APMC cess and other applicable tax including insurance charges which are to be borne by the supplier. The destination sites are Nanjangud in Mysuru district and Haveri in Haveri district.
2. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate packet wise in the price bid form, and shall be written in Indian rupees both in figure and words. In case of any discrepancy in rates quoted in words and figures, the rate quoted in words shall be considered.
3. Rates once quoted and negotiated shall remain firm and final throughout the contract period without escalation.

VIII. Opening of tender:

1. The OUTREACH will open the "Technical bid (Part-I)" on the tender opening date. The "Financial bid (Part-II)" of the qualified tenderer only be opened subsequently.
2. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. During the Technical Bids opening, the tender opening committee will read the salient features of the tenders like delivery period, Earnest Money Deposit (EMD) and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Commercial Bids of technically qualified bidder only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.
3. Thereafter, in the second stage, the Commercial Bids of technically qualified bidder only shall be opened for further scrutiny and evaluation on the same day. The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate delivery cost at destination specified in the tender document.
4. The technical/commercial bid will be **opened at 11 am on 13.02.2025** by the in-house committee of the OUTREACH constituted & duly authorized in this behalf. The commercial bid will also be opened subsequently on the **same day at 3.30pm**.

IX. Negotiation: Negotiations will be with L-1 (lowest bid tender) only.

X. Splitting of orders:

1. The Executive Director, OUTREACH may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

XI. The successful tenderers shall sign the agreement as per the format given in the tender document and deposit the security money on the day of entering into MOU.

XII. Period of contract: The period of agreement/contract shall be from the date of executing agreement up to the end of crop season.

XIII. Force Majeure:

1. Neither party shall be held responsible for any losses, if the fulfilment of any terms of provisions of the agreement are delayed or prevented by an act of lawful government orders, civil revolutions or other disorders, wars, strikes, floods, act of god or act of states without limiting the foregoing, any other causes not within the control of the party, whose performance is interfered with and which by the exercise of reasonable delinquency, is unable to prevent whether all the clause of causes, pre-cause herein before enumerated or not
2. The affected party should notify within 15 days the other party promptly in writing upon the occurrence of a force majeure event and make reasonable efforts to mitigate its effects. Failing which the other party shall not be entitled to any benefits under this clause.
3. If there is an issue with the genetic purity and availability of non-GMO ELS cotton seeds force majeure may be invoked to explain and refund the amount to OUTREACH from the seed supplier.

XIV. Government law and jurisdiction:

1. The contract shall be governed and construed in accordance with the Indian Laws and regulations, and all matters arising out of the contract will be within the jurisdiction of courts at Bengaluru, Karnataka state, India.

XV. Settlement of disputes:

1. If at any time, any question, disputes or differences whatsoever, shall arise between the OUTREACH & seed supplier in relation to or in connection with this contract, both the parties agree to resolve such differences by mutual consultation.
2. In the event of any controversy claim or dispute arising between the OUTREACH and seed supplier on any matter, relating to the order/contract or arising out of the breach thereof, as per the agreement clause. If the decision is not made by the Executive Director within 90 days or the decision of the Executive Director not acceptable to the seed supplier, the same shall be referred to the court of law. In respect of all disputes, if any arising between the parties, the Courts situated in the city of Bengaluru shall alone have exclusive jurisdiction.

XVI. Penalties:

1. In case the seed supplier fails to execute the work as per the terms and conditions, the Executive Director reserves the right at his discretion to levy suitable penalty and recover the same from the bills of the seed supplier and from the security deposit furnished by the seed supplier and/or to cancel the work order at the risk and cost of the seed supplier.
2. The supplier is bound to deliver 100% of contracted quantity of certified seeds before last date as per delivery schedule. OUTREACH shall not accept delayed supplies and delayed supplies should be treated as non-supply and the OUTREACH shall have liberty to impose penalty for non-supplied stock at its absolute discretion.

Annexure-I

Tender Terms & Conditions Acceptance Form

(For all the terms & conditions of tender document are acceptable to bidder)

To
The Executive Director,
OUTREACH
Bengaluru-

Ref: Tender document No. _____ dated _____

I/We, the undersigned have examined the above-mentioned tender document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and delivery of **Non-GMO Extra Long Staple (ELS) delinted certified cotton seeds..... kilograms** in conformity with your above referred document.

If our tender is accepted, we undertake to supply the **Non-GMO Extra Long Staple (ELS) delinted certified cotton notified hybrid seeds** and perform the warranty services as mentioned in tender document with the delivery schedule specified in the technical specifications”.

I/We further confirm that, if supply / purchase order is placed to firm, we shall provide security deposit of required amount in an acceptable form for due performance of the contract.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully accept and agree to all the terms and conditions specified in above mentioned tender document, including amendment/ corrigendum etc. if any.

(Signature with date and seal of the company)
(Name and designation)

**Note: 1. Firm/company shall use their own printed letter head for issuing this certificate.
2. Acceptance shall be unconditional.**

Annexure - II

Form for Technical bid Part-I

To

The Executive Director
OUTREACH
Bengaluru

Sir,

Profile of our firm/company is as under:

1. Particulars of the firm/company where registered:

Name of the firm with full address, contact number and e mail	Type of the firm with its registration no. Year of establishment	Name and contact no. of Prop. /partners/Directors, etc.

Note: Attach the necessary valid document in support of above

2. Information regarding Non-GMO Extra Long Staple cotton seeds (delinted and certified) production capacity

	2021-22	2022-23	2023-24
Annual production (in kgs)			

3. Quantity of Non-GMO Extra Long Staple cotton seeds (delinted and certified) seeds marketed/ supplied in last three years

1. 2021-22

Name of the purchasers & addresses	Quantity (in kgs)	Remarks

2. 2022-23

Name of the purchasers & addresses	Quantity (in kgs)	Remarks

3. 2023-24

Name of the purchasers & addresses	Quantity (in kgs)	Remarks

4. Are you prepared to supply Non-GMO Extra Long Staple cotton seeds (delinted/linted and certified) to OUTREACH, Bengaluru before March 20, 2025? If so, what is the quantity of Non-GMO Extra Long Staple cotton seeds (delinted and certified) will be supplied before March 20, 2025? Please provide variety-wise details.

5. Staff strength

Type of employee	No.	Qualification	Experience
Field supervisors			
Agriculture officers			
Managers			
Others			
1.			
2.			
3.			
4.			
5.			

6. Financial statement including annual report duly signed by statutory auditors of last 3 years along with copies;

Financial year	Annual turnover	Annual profit/loss	Remarks
2021-22			
2022-23			
2023-24			

7. GST Registration number/date:

8. Income tax returns:

PAN No.	Returns for last three years (Attached)	
	Year	Whether Copy enclosed

9. EMD details:

Demand draft number & date	Amount in INR	Name of the bank/branch/IFS code

10. Bank details of seed supplier:

Name and address of Bank/branch	Type of Account	Account No.	IFS Code	MICR Code

11. Experience & technical capacity to meet the eligibility clause (all the necessary documents should be attached as applicable)

Thanking you,

Stamp of the firm

Place:

Date:

Name of the authorized signatory: _____

Complete mail address: _____

Phone No. _____

Mobile No. _____

E-mail address: _____

Note: (All particulars are to be filled properly & correctly if required extra sheet can be attached)

Annexure - III

Form for Commercial Bid Part-II

To
The Executive Director
OUTREACH
Bengaluru

PRICE SCHEDULE (Commercial Bid format)

**For supply of Non genetically modified organism (GMO) Extra Long Staple (ELS)
cotton hybrid seeds**

Sl. No.	Name of the notified variety	Rates per			Quantity offered for tender in kilograms		
		Certified Delinted (450 gms packet)	Certified Linted (per kilogram)	TL Linted (per kilogram)	Certified Delinted	Certified Linted	TL Linted
	Fresh lot						
1.							
2.							
3.							
4.							
	Revalidated						
1.							
2.							
3.							
4.							

Note/instructions:

1. The bidder shall use their own letter head for quoting the price.

Authorised Signature _____

Company Seal ____

Stamp of the firm

Signature: _____

Place:

Date:

Name of the authorized signatory: _____

Complete mail address: _____

Phone No. _____

Mobile No. _____

E-mail address: _____