

NATIONAL SEEDS CORPORATION LTD
(A Govt. of India Undertaking)
Regional Office: 17-11, North Lalaguda, Tukaram
Gate, Secunderabad -500017
Telephone No.040-27730635,27731152,
email : nscsecunderabad@gmail.com

No.4(3)/Prod/NSC-HYD/2015-16/

Dated: 03.10.2015

INVITATION OF COMPETITIVE BID FOR SUPPLY OF SEEDS

National Seeds Corporation Limited (NSC) intends to purchase following quantity of seeds **fresh out of Rabi 2014-15 season production**, duly packed and tagged in NSC bags; from reputed seed producers/organizers/cooperative societies and seed companies through sealed tender under two bid system.

S.No.	Crop/Variety	Quantity in (Qtls.)	Minimum Supply	Tentative time of supply
1	Bengalgram JAKI-9218	15,000.00	10%	October 2015 – IIInd week

TWO BID SYSTEMS:

Two separate sealed envelopes should be prepared as per the details given hereunder;

1. **ENVELOPE NO.1(SEALED)**

This envelope should be addressed to Regional Manager and marked as

“ENVELOPE NO.1—TECHNICAL BID FOR SUPPLY OF SEEDS and should contain EMD, Technical bid as per format “ Part A” duly filled and printed on letter head of tenderer along with representative sample of one kg. seed of each crop/ variety (Tenderer should invariably mention their name and complete address etc. on left hand side of envelope for clear identification)

2. **ENVELOPE NO.2 (SEALED)**

This envelope should be addressed to Regional Manager and marked as

“ENVELOPE NO-2 - FINANACIAL BID FOR SUPPLY OF SEEDS and contain the rates as per format “ Part B” duly filled in on letter pad of tenderer. (Tenderer should invariably mention their Name and complete address etc. on left hand side of envelope for clear identification.

3. Both envelopes should be placed in one big sealed envelope superscribing **“TENDER FOR SUPPLY OF SEEDS ”**. The sealed tender should be delivered in the office of the REGIONAL MANAGER, SECUNDERABAD.Tenderer must affix seal and write address on each envelope.

TERMS AND CONDITIONS:

1. Rate shall be quoted per qtl FOR anywhere **Maharashtra, Madhya Pradesh, Chattishgarh, Uttar Pradesh and Ex-godown** for finally cleaned/graded, tested and packed quantity in NSC packing (excluding bag weight). The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained.
2. The tender shall be accompanied with interest free EMD of Rs two Lakhs along with 'Technical Bid' only in the form of Demand Draft or RTGS drawn in favour of National Seeds Corporation Ltd., payable at SECUNDERABAD. Tender without EMD will be rejected. EMD of unsuccessful tenderers will be returned through A/C payee cheque within 45 days of tender opening. Outstanding amount, if any, from the tenderer with NSC will not be considered as EMD. EMD is adjustable in security deposit. No exemption in EMD will be entertained in any case.
3. Tenders in sealed envelope will be received at Regional office National Seeds Corporation Ltd., till 1.00 PM dated 13.10.2015 and technical bids as well as financial bids will be opened on the same day at 2.00 PM respectively, in the presence of those tenderers, who may wish to be present. Tenders received after the due date and time will be rejected. Financial bids will be opened of only those, whose technical bids are technically qualified after Technical Evaluation by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee will be final and binding.
4. Price negotiation : There shall normally be no post tender negotiation even with L-1 party except only in exceptional situations negotiation after recording due justification.
5. In case L₁ bidder fails to supply the total quantity, then NSC will split the order among next two or more tenderers and any counter offer made thereafter by L₂, L₃ etc. shall not be treated as deemed to be negotiations as stipulated above.
6. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented along with technical bid.
7. The tenderer's offer shall be valid for at least for 120 days.
8. NSC will issue letter of Intent to the successful bidders immediately on taking decision on the offers. NSC shall also issue despatch order. Supply Shall commence on 3rd day of despatch order issued by NSC and should be completed as per the time of requirement by NSC.
9. **Failure in supply of ordered qty :** In case L-1 bidder fails to supply the seed due to any reason than NSC reserves the right to place order with L-2 party. In such cases the EMD of L-1 party will be forfeited and the party will be black listed by NSC.
10. Failure to deliver less than 90% of approved quantity, penalty shall be imposed by NSC @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to. For delayed supplies, a penalty of Rs. 1% of value of seed delivered late per

week or part thereof limited to 5%. However, NSC shall free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.

11. The successful tenderer upon being called to do so, shall remit interest free Security Deposit of 5 % of the value of contract rounded to next higher fifty thousand rupees or Rs.5.00 lakhs whichever is higher in form of RTGS/Demand Draft drawn in favour of National Seeds Corporation Ltd., payable at SECUNDERABAD....This deposit shall be remitted within five working days from the date of fulfillment of NSC purchase intent letter. Failure to remit the Security Deposit will imply forfeiture of EMD.
12. The successful tenderer shall at his own cost will execute an agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these terms and conditions, signing on each page of the Terms and Condition and submit the same to NSC along with the Security Deposit within 3 days on receipt of purchase intent letter.
13. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
14. The tenderer will arrange for the SCA's permission (in case of Certified seed) for packing the offered/accepted quantity in NSC bags, while NSC will issue letter to SSCA for the same.
15. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency (SSA) for each lot delivered to NSC.
16. NSC may draw representative samples of seed lots offered by the tenderer for testing in own lab or any other laboratory identified by NSC. Only those lots which are cleared by both the SCA and NSC will be accepted by NSC. NSC will draw samples for 25 % more quantity than the supply order, to ensure that in event of failure of any lot in QCL there should be no shortfall in the supply from the ordered quantity.
17. NSC will supply the packing material-bags and labels, while the tenderer will provide the certification tag. Thread spool, seal and treatment material.
18. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification standards-2013, as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
19. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange the supply of material from the next party in the tender at the cost and risk of the defaulting tenderer.
20. NSC may increase/decrease the final requirement from the quantity in the NIT. Normally, the decrease/increase may not exceed 100 % of the NIT quantity.

21. If required, NSC may repeat the order for the additional quantity within 4 months from the date of Security Deposit remittance with mutual consent.
22. 80% payment will be released through RTGS/Crossed A/C payee cheque within 30 days after the receipt of bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the Terms & Conditions.
23. NSC will retain 20 % of payment and Security Deposit for 120 days from the date of last supply as performance guarantee.
24. The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to standard set out for the purpose of delivery to NSC.
25. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
26. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
27. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.
28. In the event of any question/ dispute or difference arising between NSC and the supplier on any matter covered by these Terms and Conditions or arising directly or indirectly there from or connected with these Terms & Condition in any manner the matter shall be referred to the Sole Arbitrator who may be appointed by the CMD, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC at New Delhi and has been delegated with such powers. The tenderer shall have no objection in this regard. Also the Courts of Delhi/New Delhi alone shall have jurisdiction to adjudicate thereon.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The tenderer shall be responsible for State Sales Tax/ Central Sales Tax/ VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
3. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.

4. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case, the stocks failed in test results, the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
5. The weight of the seed container shall be checked at any point of transaction and in case any shortage is found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
6. The tenderer will have to give name of the firm, name of the processing plant, godowns, postal addresses, telephone Nos. E.Mail, name of the responsible person in the tender form itself so as to make further communication.
7. NSC may
verify the stock offered to NSC physically along with other Infrastructure shown by the party before issuing the Job Order and can terminate the offer if not found satisfactory even as L-1.
8. If required, the party has to treat the seed with color / polykote at his cost.

Regional Manager

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I have read and understood the foregoing Terms & Conditions of above tender and I agree to abide by them.

Date :

Signature of the tenderer

Name, full Address & Seal

PART-A

FORMAT FOR TECHNICAL BID

(to be submitted by tenderer on his letter pad and in sealed Envelope)

To:
The Regional Manager,
NSC Secunderabad ,

Sir :

I have read and understood the Terms & Conditions of tender No: **4(3)/ Prod/ NSC- HYD / 2015-16/ Dated: 03.10.2015** and I agree to abide by them.

S. No	Seed Producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg. No. & its validity	Seed License No. & its validity	Seed Production Experience Years	ST/ Tin PAN No.	Details of Seed Prodn. of Prev. Two Yrs.	Quantity offered for supply, variety wise (Qtls)
1	2	3	4	5	6	7	8

1. As desired 1 kg. of true representative samples of each of the above is presented separately.

2. EMD of Rs. _____ /- (Rupees _____) is enclosed vide

DD No. _____ Dated _____ drawn in favour of
National Seeds Corporation Ltd., payable at

3. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.

Dated: _____

Place _____

Signature _____

Name _____

Phone No. _____

Fax No. _____

E.Mail _____

FORMAT OF FINANCIAL BID

(to be submitted by tenderer on his letter pad and in sealed Envelope)

M/S -----

To:
 The Regional Manager,
 National Seeds
 Corporation Secunderabad

Sir,

With reference to your advertisement No. **4(3)/Prod/NSC-HYD/2015-16/ Dated 03.10.2015**, we hereby quote our most competitive offer for the supply of seed. The particulars of offer are given below and I agree to abide by Terms & Conditions of the tender provided by you.

Sl.No.	Crop/Variety	Class	Quantity offered (Qtls.)	FOR destination	Rate per Quintal (FOR & Ex-godown for Final cleaned / graded and packed quantity in NSC bag.	
					In figures	In words
1.	Bengalgram JAKI - 9218	Certified		a)F.O.R Maharastra		
				b)F.O.R Madhya Pradesh		
				c) F.O.R.Chatishgarh		
				d) F.O.R. Uttar Pradesh		
				e) Ex- godown		

Place: -----

Signature -----

Name : -----

Phone No.-----

Fax No.-----

E.Mail -----

Seal.....