

NATIONAL SEEDS CORPORATION LIMITED
(A Govt. of India Undertaking)
(PRODUCTION DIVISION)

TERMS AND CONDITIONS FOR PURCHASE OF PEA AZAD PEA-1 SEED CS/TL

National Seeds Corporation Limited (NSC) desires to purchase **about 90 qtls.** Pea seed CS/TL fresh of following varieties from Rabi 2012-13 PRODUCTION for marketing duly packed and tagged in NSC bags from reputed seed Producers/organizers/cooperative societies and seed companies from the production registered with SSCA in their name only, herein after called as tenderer/supplier on the following terms and conditions in two bid system.

TWO BID SYSTEM

Two independent sealed envelope should be prepared as detailed below:

1. ENVELOPE NO.1 (SEALED)

This envelop should be marked as ENVELOPE NO.1 – TECHNICAL BID FOR SUPPLY OF PEA SEED CS/TL and should contain Part “A” (Technical Bid) with covering letter on letter head (Tenderer should invariably mention their name, address etc. on left hand side of envelope for clear identification)

2. ENVELOPE NO.2 (SEALED)

This envelope should be marked as ENVELOPE No.2 – Financial Bid for SUPPLY OF PEA SEED CS/TL and should contain PART “B” (Financial Bid) (Tender should invariably mention their Name, Address etc. on left hand side of envelope for clear identification.

3. Both the envelops should be placed in one big sealed envelope superscribing “ TENDER FOR SUPPLY OF PEA SEED CS/TL.” The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, BHOPAL
4. Tenderer must affix seal and put address on each envelope.

TERMS AND CONDITIONS

1. The tenderer shall present the offer on his letter-head using the enclosed offer format. Tender can be submitted for any item.
2. Rate shall be quoted in Rs. per qtl. Ex-godown for the net final cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on taxes etc. if any leviable shall be entertained.
3. The tender shall be accompanied by interest free EMD of Rs. 7500 in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., R.O, Bhopal. Tender without EMD will be rejected. EMD of unsuccessful tenderers except the lowest three will be returned through A/c payee cheque within 45 days of decision. EMD of the lowest three will be returned after the entire deal is over or four months whichever is later. Outstanding amount, if any, of the seed producer with NSC will not be considered for the EMD purpose.
4. Tenders in sealed envelope will be received at National Seeds Corporation Ltd., R.O, Bhopal upto 14.00 hrs on date **22-6-2013** Technical bid & financial bid will be opened on same date at 14.30

hrs. in the presence of tenderers or their authorized representatives. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time may be rejected.

5. The tenderer will submit a properly labeled/sealed representative's sample of 500 gms Seed of item alongwith the sealed tender. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
6. The tenderer shall offer a minimum quantity of **30 qtl.** Quantity offered less than the minimum qty indicated above shall not be accepted. The tenderer's offer shall be valid at least for one week. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th Day of demand letter/dispatch order issued by NSC and should be completed within 10 days. Though the confirmation/clearance can be given by NSC and agreement is executed immediately of confirmation/clearance but the lifting of seed will be started by NSC from **30 June 2013** onwards in good physical appearance and lusture to NSC's satisfaction.
7. Failure to deliver less than 90% of approved quantity by NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark. For delayed supplies, penalty of Rs.2/- per day per qtl. may be charged.
8. The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate in form of RTGS/irrevocable Bank Guarantee/ Demand Draft drawn in favour of National Seeds Corporation Limited. R.O. Bhopal.This deposit shall be remitted within two working days from the date of receiving the NSC's purchase order/intimation. Failure to remit the Security Deposit will imply forfeiture of EMD.
9. The successful tenderer shall at his 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 each page of the Terms and Conditions and submit the same to NSC alongwith the Security Deposit.
10. 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.
 - **Price Negotiation: There shall normally be no post tender negotiation even with L-1 except only in exceptional situations.**
 - **In case L-1 bidder fails to supply the total required quantities, NSC may split the order among next two or more tenderers. Any counter offer made thereafter by L-2, L-3 etc. shall not be treated negotiations as stipulated in above clause.**
 - **In case L-1 bidder fails to supply the seed due to any reason, 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 blacklisted by NSC.**
11. The tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags, while NSC will issue letter to SSCA for the same.
12. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency (SCA) for each lot delivered to NSC.
13. NSC will draw representative samples of the final cleaned/ graded seed lots offered by the tenderer and have them analyzed in NSC's, Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the supply order to

ensure that in the event of failure of any lot in QCL there is no shortfall in the supply in the supply from the ordered quantity. NSC may draw representative samples of the finally packed seed lots and have them analyzed in NSC's, Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. If such lots do not meet the seed standard, NSC may refuse to accept such seed lots quantity.

14. NSC will supply the packing material bags and labels, while the supplier will provide the certification tag, thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weighment and loading at his cost.
15. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standard-1988, as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
16. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting tenderer.
17. NSC may increase/decrease the final requirement from the quantity indicated in the NIT. The increase in the quantity may not exceed 50% of the NIT quantity. The decrease in the quantity may not exceed 25% of the NIT quantity.
18. If required, NSC may repeat the order for the additional quantity within a week from the date of security deposit remittance with mutual consent.
19. 90% payment will be released through RTGS/Crossed A/C Payee Cheque within 30 days after the receipt of bills verified by Area Office subject to fulfilling the requirement set out in the Terms and Conditions.
20. NSC will retain 10% payment in addition to the security deposit as retention money for 120 days.
21. The tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
22. 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 extent claimed by the buyer.
23. The party who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the tender.
24. Conditional offers shall not be accepted and the tender shall not impose any additional terms/conditions.
25. NSC reserve the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
26. In the event of any question/dispute or difference arising between NSC and the supplier on any matter covered by these Terms & Conditions or arising directly or indirectly there from or connected with these Terms and Conditions in any matter shall be referred to the Sole Arbitrator who may be appointee by 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 Court of Delhi/ New Delhi alone shall have jurisdiction to adjudicate thereon.

SPECIFIC 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 can 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 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.
3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by NSC whose decision will be binding on both the parties.
4. The court of law situated at Delhi will have the jurisdiction in matter related to this tender or/ and dispute during the performance of the contract.
5. 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.
6. 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.
7. 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.
8. The weight of the seed container shall be checked at any point of transaction and in case shortage 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.
9. The tenderer 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.

For the Tenderer's use :

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

Date:.....

(Seal)

Signature of the tenderer

Name:

Full Address:.....

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FINANCIAL BID
(Form for offer by tenderers to be sent in sealed ENVELOPE)

From

M/s.....

.....

.....

To:

Regional Manager,
National Seeds Corporation Ltd.,
48-49, Sector-B, Industrial Area,
Near J.K. Road, Govindpura,
Bhopal

Sir,

With reference to your enquiry/advertisement in.....dated.....we hereby quote our most competitive offer for the supply of Pea AP-1Certified Seed/TL as per the Terms and Conditions provided by you. The particulars of offer are given below:

30 Kg. Packing:

S.No	Crop/Variety	Class	Qty.offered (qtls.)	Rate Rs./qtl. (ex.godown) for final,cleaned/graded quantity in NSC Packing	
				In figures	In words
1					

Yours faithfully,

Signature

Dated:.....

Place:.....

Name.....
(Complete Address.)

.....

Phone No.....

Fax.No.....

E-mail.....

Seal

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office BHOPAL

PROFORMA FOR TECHNICAL BID

Name & Address of the bidder:

S.No	Seed Producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg.No. and its validity	Seed License No. & its validity	Seed Production experience year	ST/Tin/Pan No.	Details of seed Prodn.of Prev. Two years	Quantity offered for supply (qtls.)
1	2	3	4	5	6	7	8

2. As desired 250 gms of true representative samples of each of the above is presented separately.
3. Also as required EMD of Rs.7500 (Rupees Seven thousand five hundred only) is enclosed vide DD No..... dated.....drawn in favour of National Seeds Corporation Ltd. Payable at Bhopal.
4. Photocopies of items in column No. 2,3,4,5 & 6 are enclosed.
5. Keenly looking forward to your esteemed order.

Dated.....

Place.....

Signature:

Name:

Complete add:.....

.....

.....

Phone No.

Fax.No.

E-mail.

