

NATIONAL SEEDS CORPORATION LTD
(A Govt.of India Undertaking)
Six Mile Panjabari Road,Guwahati-781037
Ph: 0361-2332896, Fax:0361-2332552

No. Admn-7/NSC:KOL/2013-14

Date: 13.08.13

NOTICE INVITING TENDER

Sealed Tenders are invited from the reputed/reliable producers for supply of 1000 qtls Mustard/M-27 certified seed. The tender documents and terms & conditions can be obtained from the above address. Sealed Tenders duly filled in will be received at NSC,Guwahati upto 2-00 PM on 30.08.13 and shall be opened at 3-00 PM on the same day in presence of the available tenderers or their representatives. Tender Form can also be down loaded from www.indiaseeds.com.

(B.Ramesh)
Regional Manager



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TENDER DOCUMENT FOR SUPPLY OF MUSTARD M-27 C/S

LAST DATE FOR RECEIPT OF TENDER : UPTO 2-00 PM on 30.08.2013

DATE OF OPENING OF TENDER : AT 3-00 PM ON 30.08.2013

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INVITATION OF COMPETITIVE BID FOR PURCHASE OF SEED

National Seeds Corporation Limited(NSC) intends to purchase following quantity of **certified seed, fresh 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.)
1	Mustard/M-27 C/S	1000

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 Mustard/M-27 CERTIFIED SEED**” and should contain EMD and Technical bid as performa “Part A” duly filled in and printed on letter head of tenderer. (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 - Financial Bid for **SUPPLY Mustard/M-27 CERTIFIED SEED**” and contain the rates as per performa “Part B” duly filled in printed on letter head 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 Mustard/M-27 CERTIFIED SEED** due for opening on **30.08.13.**” The sealed tender should be delivered in the office of the AREA MANAGER, GUWAHATI..Tenderer must affix seal and write address on each envelope.

TERMS AND CONDITIONS:

1. The tenderer shall present the offer of quantity of above item on his letter-head using offer formats.
2. Rate shall be quoted in per qtl. ex-godown for finally cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained.

3. The tender shall be accompanied with interest free EMD of **Rs. 50,000/(Rupees Fifty thousand only)** is lesser alongwith in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., payable at Guwahati Tender without EMD will be rejected. **Exemption for submission of EMD will not be entertained in any case.** EMD of unsuccessful tenderers except the lowest bid(s) whose offers total to 100% tendered quantity 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.
4. **Tenders in sealed envelope will be received at National Seeds Corporation Ltd., Guwahati till 2.00 PM .on date 30.08.2013 and technical bids as well as financial bids will be opened on the same date and place at 3.00 PM .**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.
5. **Price negotiation : There shall normally be no post tender negotiation even with L₁ except only in exceptional situations negotiation after recording due justification.**
6. In case L₁ bidder fails to supply the total required quantities, the 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 in point 5 above.
7. 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.
8. The tenderer will submit a properly labeled/sealed **representative sample of one kg. seed of Mustard/M-27 Certified Seed** alongwith the sealed tender. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
9. The tenderer's offer shall be valid for at least for two months.
10. (a) NSC will issue letter of Intent / Purchase order to the successful bidders immediately on taking decision on the offers. NSC shall also issue demand Letter/ despatch order. Supply Shall commence on 5th days of demand letter/despatch order issued by NSC and should be completed **within 20 days.**
(b) The supplier shall sign an agreement on receipt of Letter of Intent/ PO within 5 days and deposit remit security deposit as per clause 11 of terms and condition.
11. 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

12. 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.
13. The successful tenderer upon being called to do so, shall remit interest free **Security Deposit of Rs 1.00 LAKHS (One lakhs) in form of RTGS/Demand Draft drawn in favour of National Seeds Corporation Ltd., payable at Guwahati.** This deposit shall be remitted within five working days from the date of fulfilment of NSC's purchase order. Failure to remit the Security Deposit will imply forfeiture of EMD.
14. 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 alongwith the Security Deposit.
15. 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.
16. 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.
17. 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.
18. NSC may draw representative samples of seed lots offered by the tenderer for testings in own lab or any other laboratory identified by NSC. Only the lots 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.
19. NSC will supply the packing material-bags and labels, while the tenderer will provide the certification tag. thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weighment and loading at his own cost.
20. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification standards-1988, as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
21. 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.
22. NSC may increase/decrease the final requirement from the quantity in the NIT. Normally, the decrease/increase may not exceed 50 % of the NIT quantity.
23. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance with mutual consent.

24. 90% payment will be released through RTGS/Crossed A/C payee cheque within 10 days after the receipt of bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the Terms & Conditions.
25. NSC will retain 10% payment along with the Security Deposit for 120 days from the date of last supply as performance guarantee.
26. 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 on receipt by/ delivery to NSC.
27. 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.
28. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
29. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
30. 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 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 CMD, NSC whose decision will be binding on both the parties as stipulated in terms and condition contained in para 27 above.

4. The court of law situated at Delhi will have the jurisdiction in matter related 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 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.
9. 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.

For the tenderer's use

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

Date:

Signature of the tenderer
(Seal)

Name: -----

Full Address: -----

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TECHNICAL BID : PART-A

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. & 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 (Qtls)
1	2	3	4	5	6	7	8

2. As desired 1 kg. of true representative samples of each of the above is presented separately.
3. Also as required **EMD of Rs. 50,000/-** (Rupees Fifty thousand) is enclosed vide DD No.----- Dated ----- drawn in favour of National Seeds Corporation Ltd., payable at
4. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.
5. Keenly looking forward to your esteemed order.

Dated: -----
Place -----

Signature -----
Name -----
Complete Address: -----

Phone No.-----
Fax No.-----
E.Mail -----

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FINANCIAL BID: PART—B

FINANCIAL BID

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

From:

M/S -----

To:

The Regional Manager,
National Seeds Corporation Ltd.,
.....

Sir,

With reference to your advertisement dated we hereby quote our most competitive offer for the supply of **Mustard/M-27 C/Seed** as per the Terms & Conditions provided by you. The particulars of offer are given below:

S.No.	Crop/Variety	Class	Quantity Offered (Qtls)	Rate per Quintal (ex-godown) for final cleaned/graded quantity in NSC Packing	
				In figures	In words

Yours faithfully,

Signature -----

Name : -----

(Complete Address) -----

Phone No.-----Mob.No.

Fax No.-----

E.Mail -----

Seal

Date:-----

Place: -----

