

TERMS AND CONDITIONS OF TENDER FOR PURCHASE China Cabbage(T/L) Seed.

NSC desires to purchase China Cabbage(T/L) Seed. 1360.00 Qtls. duly packed in Producers bags and marked as Marketed by NSC from reputed producers/organizers/suppliers herein after called as Tenderer in two bid system. Offers be quoted on enclosed Performa for T/L seed supply for the crop varieties as per details attached on the following terms and conditions:

Two Bid System:

A Two independent sealed envelopes should be prepared as details below:

1. ENVELOP NO.1 (SEALED)

This envelop should be marked as ENVELOP NO.I TECHNICAL BID FOR SUPPLY of China Cabbage(T/L) Seed. and should contain Part A along with covering letter on letter head(Tenderer should invariably mention their name, address etc. on left hand side of envelop for clear identification).

2. ENVELOP NO. 2(COMMERCIAL BID SEALED)

THIS ENVELOP SHOULD BE MARKED ENVELOP NO. 2 "FINANCIAL BID FOR SUPPLY OF China Cabbage(T/L) Seed Tenderer should invariably mention their name address etc. on left hand side of envelope for clear identification.

3. Both the envelops should be enclosed in one big sealed envelop super scribing TENDERS FOR SUPPLY OF China Cabbage(T/L) Seed. The sealed tender should be delivered in the office of Regional Manager, National Seeds Corporation Ltd,Plot No. 388 Industrial Area Phase IX Mohali-Chandigarh 160062 up to 1.00 P.M.on 28-10-13.Technical bids will be opened at 2.30 P.M. on the same date and immediately thereafter financial bids will be opened on same date.

4. Tenderer must affix seal and put address on each envelop,

Terms and conditions for supply of China Cabbage (T/L) Seed

Tenders shall be submitted to NSC in the tenderers letter head using the enclosed "offer format" prescribed by NSC .

Sr.No.	Crop/Variety	Quantity in Qtls	Packing Size
1	<u>China Cabbage(T/L) Seed</u>	1360.00	1 KG

5. Rate shall be quoted in Rs. Per qtl FOR Madhya Pradesh(MP) for the net final cleaned/graded, tested and packed quantity in Supplier packing with clearly mentioned marketed by NSC (exclusive of bag weight).The rate shall be all inclusive and no other claim on taxes etc if any le-viable shall be entertained.
6. The tender shall be accompanied with interest free earnest money deposit(EMD @ 2% of the estimated value of the total quantity indicated in the offer calculated at the highest quoted rates or Rs. 200000/-(one Rs. two lacs) which ever is more . EMD shall be remitted in the form of DD in favour of National Seeds Corporation Ltd. Chandigarh. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 30 days from tender opening. The tender participants registered with nsil are exempted free EMD deposit. However security deposit will be waived off only to the extent of monetary limit.
7. Tenders in sealed envelope will be received at National Seeds Corporation Ltd. Mohali-Chandigarh up to 1.00 P.M. on 28-10-2013. Technical bids will be opened at 2.30 P.M. on the same date and immediately thereafter financial bids will be opened on the same date. Tenders received after due date and time may be rejected.
8. The supplier will submit a properly labeled/sealed representative sample of one kg seed of each item along with the sealed tender. Tenders without the sample maybe rejected. Seed stock will be accepted by NSC only if it is visibly resembles the representative sample so presented.
9. The suppliers offer shall be valid at least for 60 days. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence within fifteen days of final clearance by NSC and should be completed within ten days of NSC's final confirmation. Failure to deliver the quantity approved by NSC shall entitle NSC to impose penalty 10% of the value of the shortfall in the supply at the rate agreed to . For delayed supplies penalty of Rs. 2/- per day per qtl will be charged.
10. The successful tenderer shall remit interest free security deposit of Rs 1,00,000 (one lacs)in addition to the EMD already with NSC.. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/intimation. Failure to remit the security deposit and will not supply the seed in time will imply forfeiture of EMD.
11. The successful tenderer will execute a formal agreement with NSC on non judicial stamp paper of required value for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.

- 12 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 operations from time to time.
- 13 NSC will draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in NSC's quality Control lab, NSC New Delhi or any other lab. identified by NSC. Only the lot cleared by 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 from the ordered quantity.
- 14 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 issue to NSC's satisfaction.
- 15 Supplier's failure to arrange the supply as per the terms and 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 supplier.
- 16 NSC may increase/decrease the final requirement from the quantity in the NIT. Normally, the decrease may not exceed 25% of the NIT quantity, but the increase may be upto 100% quantity over and above to the quantity mentioned in the NIT. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance. .
- 17 90% payment will be released through crossed A/c payee cheques /RTGS within 30 days from the receipt of bills subject to fulfilling the requirements set out in the Terms and Conditions.
- 18 The supplier shall , at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
- 19 In the event of any dispute/complaint with reference to the seed quality if the responsibility of the supplier is proved/established he shall bear the loss damage if any sustained by NSC to the relevant extent.
- 20 Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
- 21 NSC reserves the right to accept or reject any or all the tenders without assigning any reason what so ever.
- 22 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 connection with these terms and conditions in any manner, the matter shall be referred to the sole arbitration who may be appointed by Managing Director/Chairman, NSC or any other competent officer who at the relevant time is occupying the highest office in NSC 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.

- 23 NSC will retain 10% payment along-with the security deposit as retention money for 120 days.
- 24 The tenderer shall be responsible State Sale tax CST/VAT and income tax liabilities if any. NSC will not carry any tax liability related with the transaction.
- 25 NSC will not be responsible for the losses incurred to the tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
- 26 Quality control inspector's of the concerned State may draw the samples of the stocks. In case the stock 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.
- 27 The weight of 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 tenderer shall be responsible for the legal consequences of weight and measurement department.
- 28 NSC shall not 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 to non performance of any of the terms and conditions the agreement to the satisfaction of the Corporation.
- 29 The Chairman cum Managing Director reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Chairman cum Managing Director further reserves the right to award contract/issue the order for supplies to more than one tenderer.
- 30 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.
- 31 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.

I have read and understood the foregoing terms and conditions and I agree to abide by them.

Signature of the tenderer

Name_____

Full address

Phone No./Mobile no.

NATIONAL SEEDS CORPORATIN LTD
(A Govt. of India Undertaking)
MOHALI-Chandigarh
Technical Bid PART A

Proforma for Technical Bid

S. No.	Name & address of the bidder	Seed process-ing plant reg.No.	Seed licensee No.	Seed Prodn. experience years	ST/ Tin/ PAN No.	Details of seed production of previous two years	Qty offered for supply qtls)
1	2	3	4	5	6	7	8

As desired one kg of true representative sample of each of the above is presented separately.

Also as required EMD of Rs. ----- (Rupees-----_being 2% of the total value of the offer at the quoted rate (or Rs. Two lacs which ever is more) is enclosed vide DD No. ----- dated.....drawn in favor of NSC payable at Chandigarh.

Kindly looking forward to your esteemed order.

Place_____

Date_____

Signature of party
Name & Address/Seal
Phone No.
Fax no.
E Mail
Mobile No.

**NATIONAL SEEDS CORPORATION LTD
(A Govt. of India Undertaking)
MOHALI-CHANDIGARH**

Financial Bid PART B

Form for offer by tenderers to be sent in sealed envelope.

From

M/s-----

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.....

The Regional Manager
National Seeds Corporation Ltd.
Mohali- Chandigarh

Sir,

With reference to your enquiry/advertisement in the Newspaper dated 20-10-13 we hereby quote our most competitive offer for supply of China Cabbage T/L Seed as per the terms and conditions provided by you. The particulars of offer are given below.

Sr. No.	Crop/Variety/Class	Qty offered(qtls)	Rate Rs./Qtls(FOR Madhya Pradesh for final cleaned/graded seed)
1	China Cabbage T/L Seed		

Signature of party with
Name/ Seal/Date/Ph/Mob.