

No: 4(3)/ Prod/ NSC- HYD / 2013-14/

Dated: 05.12.2013

INVITATION OF COMPETITIVE BID FOR SUPPLY OF SEEDS

National Seeds Corporation Limited(NSC) intends to purchase following quantity of seeds **fresh out of Kharif 2013 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.)	Time of supply
1	COWPEA - C 152 Certified or pedigreed seed in 2 -4 kg packing size , Minimum offer should be 20% of the quantity ,by the supplier	5550.00	From January 2014 to April 2014
1	Bajra Multicut (Fodder) Certified or pedigreed seed in 1 kg packing size, Minimum offer should be for entire qty.	100.00	
2	Sweet sorghum sudan Certified or pedigreed seed in 2 kg packing size, , Minimum offer should be for entire qty.	200.00	

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 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 OF SEEDS** " 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 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. The tenderer shall present the offer of minimum quantity as specified above item wise on his letter-head using offer formats. **Offer for less than minimum quantity of variety mentioned in the tender shall not be entertained.**
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 minimum 2% of the rate offered multiplied by total qty mentioned in the tender as above for that particular variety rounded to next higher thousand rupees OR Rs. 50000/- (Rs fifty thousand), which ever is higher,** alongwith 'Technical Bid' in the form of Demand Draft 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.**
4. **Tenders in sealed envelope will be received at National Seeds Corporation Ltd., RO, SECUNDERABAD till 3.00 PM on date 20-12-2013 and technical bids as well as financial bids will be opened on the same date and place at ...3.30 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 L-1 party 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. The tenderer will submit a properly labeled/sealed **representative sample of one kg. seed of ...above crops,** Lots alongwith the sealed tender. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
8. **The tenderer's offer shall be valid for at least for 120 days.**
9. 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 **3 days** of demand letter/despatch order issued by NSC

and should be completed **as per the time of requirement by NSC i.e. January 2014 to April 2014.**

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** 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 fulfilment of NSC's purchase order. 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 alongwith the Security Deposit within 3 days on receipt of Job Order.
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 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.
17. 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.
18. 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.
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 50 % 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. 90% 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 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 on receipt by/ 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. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
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 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.
10. NSC may verify the stock offered to NSC physically alongwith other Infrastructure shown by the party before issuing the Job Order and can terminate the offer if not found satisfactory even as L-1.
11. If required, the party has to treat the seed with color / polykote at his cost.

Regional Manager

I have read and understood the foregoing Terms & Conditions No: 4(3)/ Prod/ NSC- HYD / 2013-14/ Dated: 05.12.2013 and I agree to abide by them.

Date :

Signature of the tenderer

Name, full Address & Seal : -----

TECHNICAL BID : PART-A

PROFORMA FOR TECHNICAL BID

Name & Address of the bidder:

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

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. As calculated, **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.
4. Keenly looking forward to your esteemed order.

I have read and understood the Terms & Conditions of tender No: 4(3)/ Prod/ NSC-HYD / 2013-14/ Dated: 05.12.2013 and I agree to abide by them.

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

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

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

FINANCIAL BID: PART—B

FINANCIAL BID

(Form of offer by tenderer to be submitted in sealed ENVELOPE)

From:

M/S -----

To:

The Regional Manager,
National Seeds Corporation Ltd.,
Secundrabad

Sir,

With reference to your advertisement No: 4(3)/ Prod/ NSC- HYD / 2013-14/ Dated: 05.12.2013, 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.

S. No.	Crop/Variety	Class	Quantity Offered (Qtls)	Rate per Quintal (ex-godown) for final cleaned / graded and packed quantity in NSC bag.	
				In figures	In words
1.	COWPEA C-152, CS/ PS about 5550 qtl seed in 2 - 4 kg packing size. Minimum offer of quantity should be 20% by the supplier				
2	Bajra Multicut (Fodder), CS / PS - 100 qtl seed in 1 kg packing size. Minimum offer for entire quantity.				
3	Sweet sorghum sudan, CS / PS - 200 qtl seed in 2 kg packing size, , Minimum offer for entire quantity.				

Yours faithfully,

Signature -----

Name : -----

(Complete Address) -----

Phone No.-----

Fax No.-----

E.Mail -----

Seal

Date:-----

Place: -----