



National Seeds Corporation Limited
(A Govt. of India Undertaking)
Chomu House: C - Scheme
Regional Office: Jaipur
Phone : 0141-2376760, 2371149 Fax-0141-2363910

CORRIGENDUM

Some changes has been made in the terms and conditions of tender for purchase of Moong SML 668 & SML-832 Certified Seed published on 24.12.2013, all the concerned before filling the tender form may visit NSC website www.indiaseeds.com for details. The date of opening the tender will be same i.e. 07.01.2014 at 2.30 PM.

Regional Manager

TERMS AND CONDITIONS FOR PURCHASE OF MOONG CERTIFIED SEED

1. The tenderer shall present the offer in his letter-head using the enclosed offer format. Tender can be submitted for any item.
2. The tenderer should have Govt. supply experience for atleast two years with value more than Rs.5.00 Crores.
3. Rate shall be quoted in Rs Per Qtl. FOR supply at any location In Punjab, Haryana, Bihar, Jharkhand & Orrisa 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, shall be entertained.
4. In Case L-1 party is not in position to supply the required quantity as per NIT, NSC may split order to L-2 and L-3 Parties on merit basis at L-1 Rate to have required quantity.
5. The tender shall be accompanied by interest free EMD @ 2 % of the total value at the quoted rate or Rs.2,50,000/- whichever is more, in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Jaipur. Tenders without EMD may be rejected. EMD of unsuccessful Tenderers except the lowest three will be returned through A/c payee cheque within 45 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or within four months of tender opening whichever is earlier. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose.
6. Tenders in sealed envelope will be received at National Seeds Corporation Ltd., Jaipur up to 1300 hrs. on 07-01-2014 and technical bids will be opened on the same date and place at 1430 hrs. in the presence of those Tenderers who may wish to be present. Financial Bids will be opened for those whose Technical Bid will be in order. Tenders received after the due date and time may be rejected.
7. 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 may be rejected. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
8. The supplier's offer shall be valid at least for 90 days and should be for at least 1000 Qtls. in which each variety should not be less than 500 Qtls. or 100% of the relevant variety. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence within 5 days of final clearance by NSC and should be completed within 15 days of NSC's final confirmation.
9. 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 deliberate delayed supplies, penalty of Rs.2/- per day per Qtl. may be charged.
10. The successful tenderer shall / remit interest free Security Deposit of Rs.5.00 lacs. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order / intimation. EMD of the successful tenderer can be adjusted in the security amount. Failure to remit the Security / Deposit will imply forfeiture of EMD.

11. The successful tenderer shall at his cost execute an Agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these Terms and Conditions signed 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 SCA'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. The tenderer himself arrange for the SSCA's permission for packing of the offered / accepted quantity in NSC bags while NSC will issue request letter to SSCA for the same.

14. The supplier shall make available to NSC a copy of the release order / certificate issued by the State Seed Certification Agency (SSCA) for each lot before delivery to NSC.

15. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have them analyzed in NSC's Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC and in case of certified seed, only the lot 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 event of failure of any lot in QCL there is no short fall in the supply from the ordered quantity. NSC may draw representative samples of the finally packed seed lots and have them analysis in NSC's Quality Control Laboratory (QCL) or any other laboratory identified by NSC. If such lot do not meet the seed standard, NSC may refuse to accept these seed lots quantity.

16. 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 and loading at his cost.

17. The seed stocks shall confirm to the quality specifications prescribed in the Indian Minimum Seed Certification standards-1988, as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.

18. 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.

19. NSC may increase/decrease the final requirement of the quantity in the NIT. Normally, the decrease may not exceed 25% of the NIT quantity but increase will be 100% quantity over & above to the quantity mentioned in the NIT.

20. Procurement shall be done only for the quantity for which NSC has confirmed demand.

21. If required, NSC may repeat the order for the additional quantity within two months from the date of security deposit remittance with mutual consent.

22. 90% payment will be released through RTGS within 30 days after the receipt of bills verified by Area Office / Department of Agriculture subject to fulfilling the requirements set out in the Terms & conditions. Or receipt of the payment from the purchaser whichever is later .

23. NSC will retain 10% payment along with Security Deposit as retention money for 120 days.

24. 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. The tenderer shall, at his cost, take back part or full quantity of such stock without bags proved defective on receipt by NSC / delivery to NSC.

25. NSC reserves the right to accept / reject any or all the tenders without assigning any reason what-so-ever.

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 & Conditions in any manner, the matter shall be referred by the Sole Arbitrator who may be appointed by the Managing Director / Chairman, NSC or by 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 on adjudicate thereon.

27. 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.

28. Conditional offers shall not be accepted and the tender shall not impose any additional term / condition.

OTHER TERMS & 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 & conditions of the agreement to the satisfaction of the Corporation.

2. NSC 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.

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 this tender or 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 sampling the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws.

8. The quantity 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 & Measures Department, if any.

9. The tenderer will have to give name of the firm, name of the processing plant, godowns their postal addresses, and telephone/Fax Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

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For the Tenderer Use :-

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

Signature of the supplier :

Name :

Full Address :

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Telephone / Fax No.....

Mobile No.....