

NATIONAL SEEDS CORPORATION LTD:
(A Govt. of India Undertaking)
Regional Office: 17-11, North Lalaguda, Tukaram Gate, Secunderabad -500017
Telephone No.040-27730635 , 27731152, email : nscsecunderabad@gmail.com

No: 4(3)/ Prod/ NSC- HYD / 2014-15/

Dated: 17.07.2014

TENDER NOTICE FOR SUPPLY OF COWPEA C-152, CERTIFIED OR LABELLED SEEDS

(Tender document may be downloaded from NSC web site www.indiaseeds.com).

National Seeds Corporation Limited(NSC) intends to purchase certified / pedigreed fresh seed, duly packed and tagged in NSC bags from reputed seed producers/organizers/cooperative societies and seed companies through sealed tender under two bid system on following terms and conditions. Tender form cost is **Rs. 500/-** and EMD is **Rs 2.00 lakhs**. Tender will be received up to **11.15 AM on 07.08.2014 and will be opened on same day at 11.30 AM**.

S.N.	Crop-Variety	season of procurment	Category of seed	Quantity in (Qtls.)	Minimum offer of qty	Packing size	Time of supply
1	COWPEA - C 152	fresh produce out of Rabi 13-14 season	Certified or Pedigreed Seed	12000.00	1000 qtl	4 Kg	Within 15 days from the date of order .

TWO BID SYSTEMS:

Two separate sealed envelopes should be prepared as per the details given hereunder; Both envelopes should be placed in one big sealed envelope superscribing **“TENDER FOR SUPPLY OF SEEDS ”**.

1. **“ENVELOPE NO.1—TECHNICAL BID FOR SUPPLY OF SEEDS** should contain EMD, Technical bid as per format “Part A”duly filled in on printed letter pad of tenderer **along with representative sample of one kg. seed** of each crop/ variety. Tenderer should invariably mention their name and complete address etc. on left hand side of envelope for clear identification)
2. **“ENVELOPE NO-2 - FINANACIAL BID FOR SUPPLY OF SEEDS** should contain the Price Bid in format “ Part B” duly filled in on letter pad of tenderer. (Tenderer should invariably mention their Name and complete address etc. on left hand side of

envelope for clear identification.

TERMS AND CONDITIONS:

1. **RATE** : Rate shall be quoted per qtl. ex-godown for finally cleaned/graded, tested and packed quantity (excluding bag weight and moisture loss weight). The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained.
2. **EMD** : 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. 2.00 Lakhs , which ever is higher, alongwith 'Technical Bid' only 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.
3. **SECURITY DEPOSIT** : 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 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 3 working days from the date of issue of intent letter of supply order. Failure to remit the Security Deposit will imply forfeiture of EMD. NSC will retain Security Deposit for 120 days from the date of last supply as performance guarantee.
4. **OPENING OF TENDER** : Tenders in sealed envelope will be received at Regional office National Seeds Corporation Ltd, 17-11, Tukaramgate, North Lalaguda, Secunderabad ,500017 and will be opened 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 and if required, it will be made only with L-1 party in exceptional situations after recording due justification. Any counter offer made by L₂, L₃ party will not be treated as negotiations as stipulated above.
6. In case L₁ bidder does not have capacity to supply total quantity in time or due to any other reasons , then NSC will split the order among next two or more tenderers.
7. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented along with technical bid.
8. The tenderer's offer should be valid for at least for **90 days**.

9. **SUPPLY ORDER** : NSC will issue letter of Intent of purchase to the successful bidders immediately in consideration of offers received. Thereafter NSC will issue supply order depending on Marketing conditions. Supply should be completed as per the time of requirement by NSC. 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 & Security deposit of L-1 party will be forfeited and the party will be black listed by NSC.
10. NSC may increase/decrease the final requirement mentioned Tender Notice. Normally, the increase /decrease will be limited upto 25 %.
11. **Failure to deliver less than 90% of approved/ordered quantity** : Penalty shall be imposed by NSC @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to.
12. **DELAY IN SUPPLY** : 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.
13. **PAYMENTS** : 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. Balance 10 % will be released after receipt of satisfactory performance report.
14. **AGREEMENT** : 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 "Purchase intent letter".
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 (in case of Certified seed) 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 testing in own lab or any other laboratory identified by NSC. Only those lots which are 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 only cloth bags, labels and outer packing bags, whereas tenderer will provide balance packing material i.e certification tag. Thread spool, Lead seal and treatment material etc for packing and supply of seeds.
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. 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 of delivery to NSC.
23. 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 sustained by NSC to the relevant extent.
24. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
25. 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.
26. 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 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. NSC may verify physically the stock offered alongwith Infrastructure even for L-1 party, before issuing the Job Order and NSC can terminate the offer if stock / infrastructure not found satisfactory.
8. If required, the party has to treat the seed with color polymer.

(Radhey Shyam)
Regional Manager

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

Date :

Signature of the tenderer

Name, full Address & Seal :

PART-A**FORMAT OF TECHNICAL BID**

(to be submitted by tenderers on his letter pad and in sealed Envelope)

To,
Regional Manager,
National Seeds Corporation Ltd
Secunderabad.

Dated

Subject : **NSC Tender notice no: 4(3)/ Prod/ NSC- HYD / 2014-15/ Dated: 17.07.2014** regarding Organizing of different Crops/ Varieties Certified seeds production under organizer's program and details are as below:

Sn	Particulars	Details																																			
1	Seed Processing Plant Reg. No. & its validity (enclose copy)																																				
2	Seed License No. & its validity (enclose copy)																																				
3	Details of seed Production experience of past 3 years. (enclose proof)	<table border="1"> <thead> <tr> <th>Year</th><th>Crop/Variety</th><th>qty in qtl.</th></tr> </thead> <tbody> <tr> <td>2011-12</td><td></td><td></td></tr> <tr> <td>2012-13</td><td></td><td></td></tr> <tr> <td>2013-14</td><td></td><td></td></tr> </tbody> </table>	Year	Crop/Variety	qty in qtl.	2011-12			2012-13			2013-14																									
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5	Details of storage space	1. Area of Godown (Sq m): 2. Height of godown (m) : 3. Type of flooring :																																			

6	Name of companies to which seed supplied during last 2 years (enclose proof)	Year	Name of company
		2012-13	
		2013-14	
7	TIN no of firm (enclose proof of registration)		
8	PAN No of firm (enclose proof of last 2 years income tax returns)		
9	CIN no of firm Registration with Registrar of companies or with Registrar of Co-operative societies (enclose proof)		

- The EMD of Rs..... Lakhs is enclosed vide DD No. Dated..... of BankBranch
- Enclosed copy /proof for the details at Sn 1 to 9 .

Signature .

Name
Phone no.
Fax no.
E-mail
Seal / Rubber stamp

PART—B

FORMAT OF FINANCIAL BID

(to be submitted by tenderer on his letter pad and in sealed Envelope)

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

Date:

Sir,

With reference to your advertisement, we hereby quote our most competitive offer for the supply of seed. I have gone through tender No: **4(3)/ Prod/ NSC- HYD / 2014-15/ Dated: 17.07.2014** and I agree to abide by Terms & Conditions of the tender.

S.N.	Particulars	Class	Quantity Offered (Qtls)	Rate per Quintal (ex-godown) for final cleaned / graded and packed quantity in NSC bag.	
				In figures	In words
1.	Supply of COWPEA-C-152 seed	Certified			
2	Supply of COWPEA C- 152 seed .	Labelled			

Yours faithfully,

Signature -----

Name : -----

Phone No.-----

Fax No.-----

E.Mail -----

Seal.....