

TERMS AND CONDITION FOR PURCHASE OF PEAS(Veg) CERTIFIED SEED

National Seeds Corporation Limited(NSC) desires to purchase following Pea(Veg) good quality certified seed FRESH FROM **RABI 2013-14** PRODUCTION for marketing duly packed and tagged in Supplier bags from reputed seed producers/organizers/cooperative societies and seed companies herein after called as tenderer/supplier on the following terms and conditions in two bid system.

S.No.	Crop/Variety	Quantity in (Qtls.)
1	Peas Arkel (Certified Seeds)	2000.00
2	Peas AP-1 (Certified Seeds)	5000.00
	TOTAL	7000.00

TWO BID SYSTEMS:

Two independent sealed envelopes should be prepared as detailed below:

1. **ENVELOPE NO.1(SEALED)**

This envelope should be marked as ENVELOPE NO.1—TECHNICAL BID FOR SUPPLY OF PEAS(VEG) CERTIFIED SEED and should contain papers “PART-A” with covering letter on letter head(Tenderer should invariably mention their name address etc. on left hand side of envelope for clear identification)

2. **ENVELOPE NO.2(SEALED)**

This envelope should be marked as ENVELOPE NO. 2- Financial BID for SUPPLY OF PEAS(VEG) CERTIFIED SEED and should contain PART “B” (Tenderer should invariably mention his Name, 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 PEAS(VEG) CERTIFIED SEED.” The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, 65, PANDARIBA, LUCKNOW.
4. Tenderer must affix seal and put address on each envelope.

TERMS AND CONDITIONS:

1. The tenderer shall present the offer on his letter-head using the enclosed offer format. The **offer for less than 1000 qtls (each variety not less than 500 qtls.)** will not be entertained.
2. Rate shall be quoted in per qtl. Ex-godown for the net final cleaned/graded, tested and packed quantity in Supplier packing (exclusive of bag weight) with marking as “MARKETED BY NSC”. The rate shall be all inclusive and no other claim on taxes etc. if any leviable shall be entertained.
3. The tender shall be accompanied by interest free EMD of Rs. 5.00 lakh as mentioned in Technical Bid in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Lucknow. Tender without EMD will 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 four months whichever is later. Outstanding amount, if any of the seed producer with NSC will not be considered for the EMD purpose. The tender participants registered with NSIL are exempted for EMD deposit. However security deposit will be waived off only to the extent of monetary limit.
4. Tenders in sealed envelope will be received at National Seeds Corporation Ltd., RO, Lucknow upto 13.00 hrs on **date 30-07-2014** and technical bids will be opened on the same date and place at 14.00 hrs. in the presence of those tenderers, who may wish to be present. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time will not be accepted.

5. The tenderer's offer shall be valid at least for two months(60 days) and should be at least for **1000** qtls in which each variety should not be less than **500** qtls. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th days of demand letter/despatch order issued by NSC and should be completed within 15 days. Though the confirmation/clearance can be given by NSC and agreement is executed within 5 days of confirmation/clearance but the lifting of seed can be started by NSC from 1st fortnight of **August ,2014** onward in good physical appearance and lustre to NSC's satisfaction.
6. Failure to deliver less than 90% of approved quantity to 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.
7. The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate or Five lakh whichever is more. in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Lucknow. 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 will imply forfeiture of EMD. The EMD deposited alongwith the tender will be adjusted against security.
8. The successful tenderer shall at his 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 each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
9. 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.
10. The tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in supplier's bag, while NSC will issue letter to SCA for the same.
11. 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.
12. NSC will draw representative samples of the final cleaned/graded seed lots offered by the tenderer and have them analyzed in NSC's Quality Control Laboratory(QCL-N) or any other laboratory identified by NSC. Only the lots 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 shortfall in the supply for the ordered quantity.
13. 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 lustre to NSC's satisfaction.
14. 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.
15. 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.
16. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance with mutual consent.
17. 90% payment will be released through RTGS/Crossed A/C payee cheque within 15 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions.
18. NSC will retain 10% payment along with the Security Deposit as retention money for 120 days.
19. The Tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC.

20. 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.
21. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
22. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
23. 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 can 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 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 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 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 and Measures Department, if any.
9. If any of the tenderer, wants to supply the quantities from other sister concerned, should invariably be mentioned clearcut in the tender document. The payment will be made to original/main tenderer.
10. The tenderer will have to give name of the firm, name of the processing plant, godowns their 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:

(Seal)

Signature of the tenderer

Name: -----

Full Address: -----

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. Also as required EMD of Rs. 5,00,000/- (Rupees Five Lakhs) is enclosed in the form of Demand Draft/RTGS drawn in favour of National Seeds Corporation Ltd., Lucknow. The tenderer will submit the copy of UTR number granted by the banker in support of DD No.-
----- Dated -----
3. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.
4. Keenly looking forward to your esteemed order.

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

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

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

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.,
Lucknow

Sir,

With reference to your advertisement dated ----- we hereby quote our most competitive offer for the supply of Peas(Veg) Certified 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
1	Peas Arkel	C/S			
2	Peas AP-1	C/S			

Yours faithfully,

Signature -----

Name : -----

(Complete Address) -----

Phone No.-----

Fax No.-----

E.Mail -----

Seal

Date:-----

Place: -----