

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

Dated: 31.8.2014

TENDER NOTICE FOR SUPPLY OF G. NUT CERTIFIED SEEDS - 30000 QTL

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

National Seeds Corporation Limited(NSC) intends to purchase certified 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 5.00 lakhs**. Tender will be received up to **11.00AM on 23.9.2014 and will be opened on same day at 11.30AM** in the office of Regional Manager, National Seeds Corporation Ltd, 17-11, Tukaramgate, North Lalaguda, Secundrabad ,500017 and tenders 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.

Sn	season of procurement	Catego ry of seed	Crop-Variety	Quantity in (Qtls.)	Minimum offer of qty (qtl)	Packi ng size	Time & Destination of supply
1	fresh produce out of	Certifie d Seed	Groundnut K-6	15000	1500	Net. 30 Kg	Within 21 days At F.O.R any part of Orissa from the date of order by Email.
2	late Rabi summer 13-14 /		Groundnut TAG 24	5000	1000		
3	Kharif '14 season		Groundnut ICGV 91114	10000	1000		

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 ”**. 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.

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. F.O.R destination for Net final cleaned, graded, tested and packed quantity **(excluding bag and moisture loss weight)**. The rate shall be all inclusive of all taxes and any other claim on any account will not be accepted.
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. 5.00 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. **PRICE NEGOTIATION** : There shall normally be no post tender negotiation and if required, it will be made only with L-1 party after recording due justification, Hence L-2 or L-3 party can not make counter offer.
5. In case L₁ bidder does not have capacity to supply total quantity in time or due to any other reasons like delay in supply to marketing centers , then NSC will split the order among next two or more tenderers.
1. **ELLIGIBILITY FOR TENDER** : Financial bids will be accepted only of those tenderers , who are technically qualified by the Technical Evaluation Committee. Thereafter, NSC will verify the stock offered physically along with Infrastructure facilities before issuing of Job Order and in case quality of stocks or infrasructure are unsatisfactory then NSC may

cancell the tender, even of L-1 party. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented along with technical bid.

2. **VALIDITY OF TENDER** : The tenderer's offer should be valid for at least for 60 days.
3. **SUPPLY QUANTITY** : Quantity mentioned in the tender are approximate. Therefore, NSC may increase/decrease the procurement mentioned in tender Notice depending upon the receipt of sale orders from Marketing centers. Generally, increase / decrease will be upto 25 %. So, NSC will issue supply order depending on Marketing conditions only.

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 or L-3 party. In such cases the EMD & Security deposit of L-1 party will be forfeited and the party will be black listed by NSC.
4. **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.
5. **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.
6. **QUALITY OF SEED** :
 - a) Supplier and NSC will ensure quality of seed at procurement stage by drawing representative samples of seed lots and its testing in NSC / SSCA seed testing lab but even after it, the stock in total or partially is not approved / accepted by the marketing centers due to any quality aspects or farmers complaint about germination etc , then supplier has to lift back the seed from the marketing centers at his own cost and payments of such stock will not be released to the supplier.
 - b) 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.
 - c) 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.

7. **PROCESSING & PACKING OF SEEDS:** The Seed shall be processed and packed on Groundnut cleaners in case of Groundnut seed or other seeds on seed cleaners & Gravity separator at the designated processing plants approved by APSSCA and NSC. The processing, Packing and forwarding expenditure has to be born by the party. NSC shall have the right to supervise complete operations from time to time.
8. **PAYMENTS :** 90% payment will be released through RTGS/Crossed A/C payee cheque within 30 days after the receipt of seeds by marketing centers and bills verified by dispatching units, subject to fulfilling the requirements set out in the Terms & Conditions of tender document. Balance 10 % will be released after receipt of satisfactory performance report from receiving units.
9. **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 information for acceptance of tender.
10. 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.
11. 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 SCA for the same.
12. 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.
13. 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.
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 lusture to NSC's satisfaction.
15. 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.

16. 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.
17. 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 in market rate of raw / packed seed of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only.
2. 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.
3. 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.
4. 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.
5. 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.
6. NSC reserves the right to award contract/issue the order for supplies to more than one tenderer.
7. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
8. 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

(Radhey Shyam)
Regional Manager

.....
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

FORMAT OF TECHNICAL BID

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

To,

Dated

Regional Manager,

National Seeds Corporation Ltd

Secunderabad.

Subject : **NSC Tender notice no: 4(3)/ Prod/ NSC- HYD / 2014-15/ Dated: 31.08.2014** regarding
Supply of different Crops/ Varieties Certified seeds :

Sn	Particulars	Details																																								
1	Seed Processing Plant Reg. No. & its validity (enclose copy)																																									
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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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6	Name of companies to which seed supplied during last 2 years (enclose proof)	<table><thead><tr><th>Year</th><th>Name of company</th></tr></thead><tbody><tr><td>2012-13</td><td></td></tr><tr><td>2013-14</td><td></td></tr></tbody></table>	Year	Name of company	2012-13		2013-14	
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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)							

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

Signature .

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

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: 31.8.2014 and I agree to abide by Terms & Conditions of the tender.

S.N.	Particulars	Quantity Offered (Qtls)	Rate: Rs per Quintal (F.O.R. any part of Orissa State) for processed and net packed quantity in 30 Kg size,inclusive of all taxes & transportation costs.	
			In figures	In words
1.	Supply of Groundnut K-6 certified seed produce out of late Rabi summer 13-14 / Kharif '14 season (minimum qty 1500 qtl).			
2	Supply of Groundnut TAG 24 certified seed produce out of late Rabi summer 13-14 / Kharif '14 season (minimum qty 1000 qtl).			
3	Supply of Groundnut ICGV 91114 certified seed produce out of late Rabi summer 13-14 / Kharif '14 season (minimum qty 1000 qtl).			

Yours faithfully,

Signature

Name :

Phone No.

Fax No.

E.Mail

Seal.....