

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Plot No. 388, Phase-IX ,Industrial Area-62
Regional Office:Mohali-Chandigarh
PH.No.2215388/2214388
FAX No.0172-2213388

No.3 (12)/Admn/NSC/Chd/14-15/

Dated 01-04-2015

NOTICE INVITING TENDER

Sealed tenders in two bids system are invited for purchase of **Peas vegetable varieties AP-I, 14000 qtls, Arkel, 5000 qtls , AP-3, 1000 qtls and Peas Pulse Type variety Rachna , 1000 qtls C/S** on actual requirement .

The tender documents along with separate terms and conditions are obtainable @ Rs.500/- per set from above office and our offices located at Jalandher (0181-2602162) Bhatinda (0164-2280346) Hissar (01662-292143) and Karnal (09896355258). The tender documents can also be downloaded from NSC's website www.indiaseeds.com. and www.eprocure.gov.in. In such cases the tenderer to deposit Rs. 500/- along with tender form.

Both the bids duly filled in will be received at above given address on or before 24-04-2015 up to 2.00 P.M.. and will be opened in the presence of tenderers or their authorized representative on the same day at 2.30 PM..

Regional Manager

TERMS AND CONDITION FOR PURCHASE OF PEAS(VEG) CERTTIFIED SEED

National Seeds Corporation Limited(NSC) desires to purchase following Pea(Veg) and Pulse type good quality certified seed FRESH RABI- 2014-15 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.

SI.No	Crop/Variety	Qty in qtls
1	Peas Arkel(Certified Seed)	5000
2	Peas AP-I(Certified Seed)	14000
3	Peas A-3(certified Seed)	1000
4	Peas Rachna(C/S)	1000
	Total:	21000 qtls

TWO BID SYSTEM

1. ENVELOPE NO.1(SEALED)

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

2. ENVELOPE NO.2(SEALED)

This envelope should be marked as ENVELOPE NO>2- Financial BID for SUPPLY OF PEAS (VEG) & PULSE TYPE CERTIFIED SEED and should contain PART”B” (Tenderer should invariably mention his name, Address etc on left hand side of envelope for clear identification.

- Both envelopes should be placed in one big sealed envelope superscribing “TENDER FOR SUPPLY OF PEAS (VEG) & PULSE TYPE CERTIFIED SEED” The sealed

tender should be delivered in the office of the Regional Manager National Seeds Corporation, Plot No.388, Phase-IX Industrial Mohali Punjab.

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 (either of single variety or two varieties with 500 qtls of each) will not be entertained.
2. Rate shall be quoted in per qtl F.O.R Punjab , Haryana, J&K and Himachal Pradesh for the net final cleared/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 2% of total value of qty offered or Rs.5.00 lakh whichever is more as mentioned in Technical Bid in the form of Demand Draft drawn in favour of National Seeds Corporation Chandigarh Ltd. 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 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 R.O. Mohali upto 14.00 hours on date 24-04-2015 and technical bids will be opened on the same date and place at 14.30 hours 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 90 days and should be at least for 1000 qtls either of single variety or two varieties with 500 qtls. of each . Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th days of demand letter/dispatch order issued by NSC and should be completed within 15 days. Though the confirmation/clearance but the lifting of seed can be started by NSC from II

nd fortnight of May, 2015 onward upto August-2015 in good physical appearance and lusture 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 supllly will remain at 10% of the value of the quantity not supplied against 90% benchmark. For deliverate 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 Chandigarh. 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 along with 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 along with the Security Deposit.
9. The seed shall be processed and packed as per NSC's requirement at the supplier 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 SSCA 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(SSCA) for each lot delivered to NSC.
12. NSC will draw wrepresentative samples of the final clearned/graded seed lots offered by the tenderer and have them analyzed in NSC's Quality Control Laborabory 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 failture of any lot in QCL there is no shortfall in the supply for the ordered quantity.

13. The official of State Agencies to whom seed is to be supplied by NSC can visit the premises at any time and draw the lot-wise seed sample of cleaned/graded seed lots offered by Tenderer and physically verify the quantity.
14. The seed stock shall conform to the quality specification prescribed in the Minimum Seed Certification standards 01988 as amended from time to time and shall possess good physical appearance and lustre of NSC's satisfaction.
15. Tenderer failure to arrange the supply as per the terms and 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.
16. 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 may be 100% quantity over and above to the quantity mentioned in NIT.
17. If required NSC may repeat the order for the additional quantity with 90 days from date of security deposit remittance with mutual consent.
18. 85% payment will be released through RTGS/Crossed A/C payee cheque within 30 days after receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms and Conditions.
19. NSC will retain 15% payment along with the Security Deposit as retention money for 120 days.
20. The Tenderer shall at his cost take back or full quantity of such stock proved defective on receipt by/delivery to NSC.
21. 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.
22. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
23. NSC reserves the right to accept/reject any or all the tenders without assigning any reason whatsoever.
24. 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 and Conditions 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.

OTHERS 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 of all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for suppliers to more than one tenderer.
3. In case of dispute arising out of the 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 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 Deptt, if any.

9. If any of the tenderer, wants to supply the quantities from other sister concerned should invariably be mentioned clearly 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.
11. (a) In case L-1 bidder failed to supply the total quantity then NSC may split the order among next two or more tenderers and counter offer made there after by L-2 /L-3 parties. This shall not be treated as to be negotiation.
- (b) In case L-1 party fails to supply the seed due to any reason in such cases NSC reserve the right to place the order with L-2 party and EMD of L-1 party will be forfeited and party will be blacklisted for future business.

For the tenderer's use

I have read and understood the foregoing Terms and 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

S. No .	Name & address of the bidder	Seed licensee No.	Seed Prodn. Experience years	ST/ Tin/ P A N No.	Details of seed production of previous two years	Source of planting material	Variety wise qty. offered in qtls	Stocking point Address for Physical verification
1	2	3	4	5	6	7	8	9

As desired one kg of true representative sample of each of the above is presented separately.
Also as required EMD of Rs.------(Rupees-----_being 2% of the total value of the offer at the quoted rate(or Rs.5,00,000/- which ever is more) is enclosed vide DD No.-----dated.....drawn in favour of NSC payable at Chandigarh.
Kindly looking forward to your esteemed order.

Place_____

Date_____

Signature of party
Name & Address/Seal

COMMERCIAL BID

From

M/s-----

The Regional Manager
National Seeds Corporation Ltd.
MohaliChandigarh

Sir,

With reference to your advertisement in the Newspaper dated 01-04-2015 for supply of Peas Arkel AP-I,AP-3 and Peas Rachna CS as per the terms and conditions provided by you.
The particulars of offer are given below.

Sr. No .	Crop	Variety	Category	Packing Size	Quantity offered in qtls.	Rate Rs./Qtl s) F.O.R H.P.	Rate Rs./Qtls) F.O.R J & K	Rate Rs./Qtl s) F.O.R Punjab	Rates Rs.per Qtls. F.O.R Haryana
1	Peas	Arkel	CS	30 KG					
2	Peas	AP-I	CS	30 KG					
A	Peas	AP-3	CS	30 KG					
3	Peas	Rachna	CS	30 KG					

Signature of party with

Name

Seal :

Date :

Phone No

Mob.No.