

No: 4(3)/ Prod/ NSC- HYD/2015-16/

Dated: 28.05.2015

**SHORT TENDER NOTICE FOR PURCHASE HYBRID FODDER SORGHUM,
SUDEXCHARI & REDCHARI SEED - 20000 QTL**

Sealed Tenders are invited for purchase of 5000 qtl Hybrid Fodder Sorghum Sudexchari & 15000 qtl Redchari, labelled seed , fresh produce out of Rabi 2014-15 season. Tender form cost is Rs. 500/-. EMD is Rs. 2.00 lakhs or 2% of cost of supply whichever is higher. Tender will be received up to 11.30 AM on 12.06.2015 and will be opened on same day at 12.00 Noon. Tender document can also be downloaded from NSC web site www.indiaseeds.com .

The Seed Supplier should be a reputed seed producers / organizers / cooperative societies and seed companies and they should not have been debarred from participating in Tender by any state or central govt agency . Sealed tender may be submitted under two bid system on following terms & conditions :

S.N.	Crop/Variety	Quantity in (Qtls.)	Minimum Supply	Tentative time of supply
1	Hybrid Fodder Sorghum Sudex chari, Labeled seed	5000 qtl in 4 kg packing size	20%	From 15.6.2015 to 15.9.2015 (ex godown)
1	Hybrid Fodder Sorghum Redchari, Labeled seed	15000 qtl in 4 kg packing size	20%	

TWO BID SYSTEMS:

Two separate sealed envelopes should be prepared as per the details given hereunder;

1. ENVELOPE NO.1(SEALED)

This envelope should be addressed to **Regional Manager** and marked as "ENVELOPE NO.1—TECHNICAL BID FOR " **SUPPLY OF SEEDS** " and should contain EMD and Technical bid as performa "Part A"duly filled in and printed on letter head of tenderer. (Tenderer should invariably mention their name and complete address etc. on left hand side of envelope for clear identification)

2. ENVELOPE NO.2(SEALED)

This envelope should be addressed to **Regional Manager** and marked as "ENVELOPE NO-2 - Financial Bid FOR " **SUPPLY OF SEEDS** " and contain the rates as per performa " Part B" duly filled in printed on letter head of tenderer. (Tenderer should invariably mention their Name and complete 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 SEEDS". The tender should be delivered in the office of Regional Manager, National Seeds Corporation Ltd, 17-11, North Lalaguda, Tukaram Gate, Secunderabad -500017. Tenderer must affix seal and write address on each envelope.

TERMS AND CONDITIONS:

1. The tenderer shall present the offer of minimum quantity as specified above item wise on his letter-head using offer formats. **Offer for less than minimum quantity of variety mentioned in the tender shall not be entertained.**
2. Rate shall be quoted in per qtl. ex-godown for finally cleaned/graded, tested and net packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive of all taxes and no claim on account of additional or other taxes etc., if leviable, shall be entertained.
3. The tender shall be accompanied EMD alongwith 'Technical Bid' in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., payable at SECUNDERABAD. EMD is adjustable in security deposit. Tender without EMD will be rejected. No exemption in EMD will be entertained in any case.
4. EMD of unsuccessful tenderers will be returned through RTGS within 30 days of tender opening.
5. 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. Financial bids will be opened of only those tenderers, whose technical bids are technically qualified by "NSC Technical Evaluation Committee". The decision of the Technical Evaluation Committee will be final and binding.
6. **Price negotiation** : There shall normally be no post tender negotiation except in exceptional situations after recording due justification and if required, negotiation will be made only from L-1 party. Any counter offer made by L₂ or L₃ party shall not be treated a valid negotiation.
7. In case L₁ bidder does not have the capacity to supply total required quantity of seed or as per quality standards or fails to supply in time, then NSC can split the order among L₂ or L₃ party.
8. The tenderer will submit a properly labeled/sealed representative sample of one kg. seed along with the sealed tender. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
9. The tenderer's offer shall be valid for 60 days or up to tentative period of supply mentioned in tender schedule, whichever is more.
10. The successful tenderer upon being called to do so, shall remit interest free **5% Security Deposit** of the contract value rounded to next higher thousand rupees within 3 working days, in form of Demand Draft drawn in favour of National Seeds Corporation Ltd., payable at SECUNDERABAD. Failure to remit the Security Deposit in time will imply forfeiture of EMD. NSC will retain Security Deposit for 120 days from the date of last supply as performance guarantee.

11. The successful tenderer shall at his own cost will execute an agreement with NSC on non-judicial stamp paper of appropriate 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 acceptance of tender.
12. NSC will issue Purchase order time to time as per the requirment of marketting units and supply should commence within **3 days** and should be completed as per time schudule mentioned in the purchase order.
13. NSC will impose penalty @ 10% value of the shortfall in qty, if supply is made less than 90% of job order quantity. However, NSC shall free to take other remedial measures like cancellation of order, purchase of seed from other source at the risk & cost of supplier in case of unsatisfactory service by the party.
14. NSC will impose penalty for delay in supply @ 1% of value of seed per week or part thereof limited to 5%.
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'a 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 the packing material-bags and labels, while the tenderer will provide the certification tag. Thread spool, seal and treatment material.
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. NSC may increase/decrease the final requirement from the quantity in the NIT. Normally, the decrease/increase may not exceed 25 % of the NIT quantity.
22. 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 % payment will be released after 120 days of supply, subject to satisfactory performance.

23. The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to seed standard before delivery or even from marketing centers, where the seed is delivered by NSC / supplier.
24. 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.
25. 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.
26. 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.
27. 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.
28. Quality Control Inspectors of the concerned State may draw the samples of stocks at any stage. 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.
29. 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.
30. 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.
31. NSC may verify the physical condition of stock offered to NSC, alongwith other Infrastructure even of L-1 party, before accepting the tender and may cancel the offer, if seed quality or infrastructure of the party is not found satisfactory.
32. If required, the party has to treat the seed with color / polykote at his cost.
33. Conditional Tenders shall not be accepted and tenderer shall not impose any additional term & condition.

34. 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.
35. 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.

(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 FOR TECHNICAL BID

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

To:
The Regional Manager,
NSC Secundrabad ,

Sir :

I have read and understood the Terms & Conditions of tender No: **4(3)/ Prod/ NSC- HYD / 2015-16 / Dated:28.05.2015** and I agree to abide by them.

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, variety wise (Qtls)
1	2	3	4	5	6	7	8

1. As desired 1 kg. of true representative samples of each of the above is presented separately.
2. EMD of Rs. _____ /- (Rupees _____) is enclosed vide

DD No.----- Dated ----- drawn in favour of
National Seeds Corporation Ltd., payable at

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

Signature -----
Name -----
Phone No.-----
Fax No.-----
E.Mail -----

FORMAT OF FINANCIAL BID

(to be submitted by tenderer on his company letter pad)

M/S -----

To:

The Regional Manager,
National Seeds Corporation Ltd.,
Secundrabad

Sir,

With reference to your advertisement No: **4(3)/ Prod/ NSC- HYD / 2015-16/ Dated: 28.05.2015**, we hereby quote our most competitive offer for the supply of seed. The particulars of offer are given below and I agree to abide by Terms & Conditions of the tender provided by you.

S. No.	Crop/Variety	Class	Quantity Offered (Qtls)	Rate per Quintal (ex-godown) for final cleaned / graded and net packed quantity in NSC bag.	
				In figures	In words
1.	Hybrid Fodder Sorghum Sudex chari in 4 Kg packing size. (minimum 1000 qtl)	Labelled			
2	Hybrid Fodder Sorghum Redchari in 4 Kg packing size. (minimum 3000 qtl)	Labelled			

Yours faithfully,

Signature -----

Date:-----

Place: -----

Name : -----

Phone No.-----

Fax No.-----

E.Mail -----

Seal.....