

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

SHORT TENDER NOTICE FOR PURCHASE OF 19000 QTL OF CERTIFIED SEED

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

Dated: 02.06.2015

Sealed Tenders are invited for immediate supply of Sorghum CSV15-1000 qtl, CSV 23- 1500qtl, Maize HQPM 1-5000 qtl, HQPM 5 -5000 qtl, Bajra RHB 177- 2000 qtl, Redgram ICPL 85013 (laxmi)- 3000 qtl and Blackgram PU 31- 1500 qtl certified 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 **15th June 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 may submit sealed tender under two bid system on following terms & conditions as detailed below :

S.N.	Crop/Variety	Certified seed Quantity in (Qtls.)	Minimum Supply	Packing size in Kg	Tentative time of supply
1	Sorghum CSV-15	1000	25% or 530 qtl (which ever is higher)	4 kg	From 20.6.2015 (ex godown)
2	Sorghum CSV -23	1500	„	4 kg	„
3	Maize HQPM -1	5000	„	5-7 kg	„
4	HQPM- 5	5000	„	5-7 kg	„
5	Bajra RHB - 177	2000	„	1.5 to 3 kg	„
6	Redgram ICPL- 85013 (laxmi	3000	„	4 kg	„
7	Blackgram PU -31	1500	„	4 kg	„

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 super scribing "TENDER FOR SUPPLY OF SEED " and addressed to Regional Manager, National Seeds Corporation Ltd, 17-11, North Lalaguda, Tukaram Gate, Secundrabad -500017 . Tenderer must affix seal and write address on each envelope. **Financial bids will be opened of only those tenderers , whose technical bids are found qualified by the Technical Evaluation Committee. The decision of the Technical Evaluation Committee will be final and binding.** In event of Non satisfactory infrastructure facilities, NSC shall have right to reject the tender or contract without assigning further reasons.

Indian Producers/ manufacturers/suppliers who are Micro Small Medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

1. ENVELOPE NO.1(SEALED)

This envelope should be addressed to **Regional Manager** and marked as "**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 "**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.

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 **90 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 or in the form of Bank Guarantee. 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 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 requirement of marketing units and supply should commence within **3 days** and should be completed as per time schedule 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'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 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. **Payments:** The responsibility of genetic purity and germination would be solely upon the supplier / Contract Seed Producer. In case of any complaint even at marketing center, the Organizer/ Contract Seed Producer would be responsible for making good losses to the farmers and/or the NSC. For this 10 % of the total amount payable to the Organizer/Contract Seed Producer shall be retained as retention money which will be released not earlier than **120 days from the date of procurement of seed** and will not carry any interest. The retention money can be released against the 100% irrevocable Bank Gurantee from Nationalized bank equal to retention money. If required, NSC shall conduct the Grow out test at its own/Government land for identifying the genetic purity and only lots qualified in the Grow out test will be procured by the NSC.
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 after delivery 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. **Settlement of disputes:**
In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act

1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The proceeding of arbitration will be conducted at Delhi/ New Delhi. The cost of arbitration including fees of the Arbitrator will be decided by the Chairman of NSC or the Appointing Authority of the Arbitrator and the same will be paid by both the parties in equal share. In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

(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: 02.06.2015** 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: 02.06.2015**, 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	Sorghum CSV-15	Certified seed			
2	Sorghum CSV - 23	”			
3	Maize HQPM -1	”			
4	HQPM- 5	”			
5	Bajra RHB - 177	”			
6	Redgram ICPL- 85013 (Iaxmi	”			
7	Blackgram PU - 31	”			

Note: minimum qty to be supplied: 25% of qty as mentioned in tender schedule or 530 qtl whichever is higher each crop / variety wise.

Yours faithfully,

Signature -----

Date:-----

Place: -----

Name : -----

Phone No.-----

Fax No.-----

E.Mail -----

Seal.....