



## *NATIONAL SEEDS CORPORATION LIMITED*

*(A Government of India Undertaking)*

*Regional Office: Bangalore - 560 024*

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File No. : - 2(8)-MKTG/NSC-BNG/2015-16

Dated: 27-07-2015

### **NOTICE INVITING TENDER**

Sealed tenders in two bids system are invited for purchase of Seeds of Amaranthus varieties CO 2 (15 qtls) , Arun Red / Pusa Lal Chualai (15 qtls), Ash Gourd KAU 1 (2 qtls) Bitter Gourd CO-Long (15 qtls, Chilli varieties PusaJwala (8 qtls) and PusaSadbahar (8-qtls) Cucumber Green Long (10 Qtls) Ridge Gourd PusaNasdar (15 Qtls) Dhania CS 4 (300 qtls) and Dolichos HA-4 (25 Qtls.) on actualrequirement basis. Tender Documents can be purchased from Regional Office Bangalore on payment of Rs.200/- (Non Refundable Tender Fee) by DD drawn in favour of National Seeds Corporation Ltd., payable at Bangalore The tender documents can also be downloaded from [www.indiaseeds.com](http://www.indiaseeds.com) for which the tender fee shall be paid while submitting the Technical Bid/ Commercial Bid. Both the bids duly filled/sealed will accept to receive at above given address on or before 12.08.2015 up to 2.00 p.m. The technical & financial bids will be opened on the same day at 2.30 p.m

**REGIONAL MANAGER**

## **TERMS & CONDITIONS**

### **TENDER FOR PURCHASE OF VEGETABLE SEEDS**

NSC desires to purchase of Certified / TL Seeds of Amaranthus varieties CO 2 (15 qtls) , Arun Red / Pusa Lal Chualai (15 qtls), Ash Gourd KAU 1 (2 qtls) Bitter Gourd CO-Long (15 qtls, Chilli varieties PusaJwala (8 qtls) and PusaSadabahar (8-qtls) Cucumber Green Long (10 Qtls) Ridge Gourd PusaNasdar (15 Qtls) Dhania CS 4 (300 qtls) Dolichos HA-4 (25 Qtls.) from reputed producers/organizers/supplier herein after called as Tendered in two bid system. Offer is quoted on enclosed Performa for CS/TL seed supply for the crop varieties as per details attached on the following terms and conditions:

#### **Two Bid Systems:**

Two independent sealed envelopes should be prepared as details below:

1. **ENVELOP NO.1 (TECHNICAL BID SEALED)**

This envelop should be marked as ENVELOP NO.1 TECHNICAL BID FOR SUPPLY CERTIFIED/ TL SEEDS OF VEGETABLES and should contain Part A along with covering letter on letter head(Tenderer should invariably mention their name, address etc. on left hand side of envelop for clear identification).

2. **ENVELOP NO. 2 (FINANCIAL BID SEALED)**

THIS ENVELOP SHOULD BE MARKED ENVELOP NO. 2 "FINANCIAL BID FOR SUPPLY CERTIFIED/ TL SEEDS OF VEGETABLES Tenderer should invariably mention their name address etc. on left hand side of envelope for clear identification.

3. Both the envelops should be enclosed in one big sealed envelop super scribing TENDERS FOR SUPPLY CERTIFIED/ TL SEEDS OF VEGETABLES The sealed tender should be delivered in the office of Regional Manager, National Seeds Corporation Ltd Bangalore on or before 12.08.2015 Up 2.00 P.M.. The Technical & Financial Bids will be opened on the same day i.e. on 12.08.2015 at 2.30 p.m.

4. Tenderer must affix seal and put address on each envelop,

### **TERMS AND CONDITIONS;**

1. Tenders/Supplier shall be submitted to NSC in the tenderers letter head using the enclosed "offer format" prescribed by NSC for SUPPLY CERTIFIED/ TL SEEDS OF DIFFERENT VEGETABLES
2. Rate shall be quoted in Rs. Per qtl . EX godown for the net final cleaned/graded, tested and packed quantity in supplier packing(exclusive of bag weight).The rate shall be all inclusive and no other claim on taxes etc if any leviable shall be entertained by the supplier.
3. The tender/ Supplier shall be accompanied with interest free earnest money deposit EMD Rs.50000/-(Rs. Fifty thousand only) EMD shall be remitted in the form of DD in favour of National Seeds Corporation Ltd. Bangalore. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 30 days from tender opening. Only MSME's are exempted for payment of Tender Fee subject to valid documentary proof of registration with NSIC
4. The supplier will submit a properly labeled/sealed representative sample of 250 Gms of seed of each item along with the sealed tender. Tenders without the sample maybe rejected. Seed stock will be accepted by NSC only if it is visibly resembles the representative sample so presented.
5. The suppliers offer shall be valid at least for 90 days. If C/S of above crop not available then T/L seed may be considered. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence within fifteen days of final clearance by NSC and should be completed within ten days of NSC's final confirmation. Failure to deliver the quantity approved by NSC shall entitle NSC to impose penalty 10% of the value of the shortfall in the supply at the rate agreed to and for delayed supplies penalty of Rs. 2/- per day per qtl will be charged.
6. The successful tenderer will execute a formal agreement with NSC on non judicial stamp paper of required value for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.
7. 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 operations from time to time.
8. NSC will draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in NSC's quality Control lab, NSC Secunderabad or any other lab. Identified by NSC. Only the lot cleared by NSC will be finally accepted.NSC will draw samples for 25% more quantity than the supply order to ensure that in the event of failure of any lot in QCL there is no shortfall in the supply from the ordered quantity.
9. The Seed stock shall confirm 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 subjected to NSC's satisfaction with regard to quality, physical & genetical status.

10. The responsibility of genetic purity and germination would be solely upon the Tenderer / supplier. In case of any complaint, the Organizer would be responsible for making good losses to the farmers and/ or the NSC
11. Supplier's failure to arrange the supply as per the terms and conditions will entitle NSC to forfeit the EMD and security deposit and Firm will be black listed for future supply.
12. NSC may increase/decrease the 100% of final requirement from the quantity in the NIT if required, NSC may repeat the order for the additional quantity within three months from the date of Security Deposit remittance.
13. The successful Tenderer shall have to pay 5 % of the total value of supply as Security Deposit and the EMD deposited will be adjusted against Security deposit.
14. The successful tenderer shall have to execute the agreement on Non Judicial stamp paper of required value within 15 days of awarding the contract to him at his cost. The successful Tenderer will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper of Rs. 100/- in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.
15. 80% payment will be released through crossed A/c payee cheques /RTGS within 30 days from the receipt of bills subject to fulfilling the requirements set out in the Terms and Conditions and balance 20 % after 120 days.
16. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
17. In the event of any dispute/complaint with reference to the seed quality if the responsibility of the supplier is proved/established he shall bear the loss damage if any sustained by NSC to the relevant extent.
18. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
19. The tenderer shall make available to NSC a copy of the release order/certificate issued by SSCA for each lot delivered to NSC.
20. The tenderer shall be responsible State Sale tax CST/VAT and income tax liabilities if any. NSC will not carry any tax liability related with the transaction.

21. NSC will not be responsible for the losses incurred to the tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
22. Quality control inspectors of the concerned State may draw the samples of the stocks. In case the stock 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.
23. 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 tenderer shall be responsible for the legal consequences of weight and measurement Department.
24. NSC shall not responsible for fluctuation of the market rate of the ordered seed.
25. The tenderer shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to noncompliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.

**OTHER TERMS AND CONDITIONS:-**

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The Supplier shall be required to supply the seed at 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 supply of certified / TL to more than one organizer.
3. NSC may increase the final requirement from the quantity indicated in the NIT. The increase in the quantity may not exceed 25% of the NIT quantity.
4. 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.
5. The Tenderer should not be Dealer/ Distributor of NSC.
6. NSC will not be responsible for the losses incurred to the organizer 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 stock failed in test results& Govt. agency do not release the payment of such supplied failed seed to NSC, then the Supplier will bear the cost to the extent of procurement price & NSC will bear rest of the cost.
8. The respective State Governments/Quality Control Inspector may draw the samples of the stock. In case the stock fails in sampling & thereby the stop sale order given/ Civil suit filed with the Court, then the supplier should lift the balance seed stock of

particular lot at his own cost & risk after release by Govt. QC Deptt./Court, further he will be responsible for the consequences of violation of Seed Act 1966 and Seed Rules 1968. In case the complaint arises from the field in respect of these lots or any other lots the supplier will be responsible.

9. That the standard weight of seed container shall be checked at any point of transaction and in case underweight found in the container, NSC will not release payments of such lots to grower. Supplier shall be responsible for the Legal consequences of Weight & Measurements Laws including recovery of fine, if any.

**ARBITRATION** All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract/tender shall be referred to the Sole arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at New Delhi**. The court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage. (I have read and understood the forgoing terms and conditions and I agreed to abide by them.)

Signature of the tenderer

Name / Address (with seal)

Date Place.....

## Performa for Technical Bid

| S.No | Name & Address of the bidder | Seed Producer Registration No. with SSCA | Seed processing plant Registration No. | Seed License No. | Seed production experience years | ST/Tin/ Pan No. | Details of seed Production of Previous Two year |
|------|------------------------------|------------------------------------------|----------------------------------------|------------------|----------------------------------|-----------------|-------------------------------------------------|
|      |                              |                                          |                                        |                  |                                  |                 |                                                 |
|      |                              |                                          |                                        |                  |                                  |                 |                                                 |

Also as required EMD for Rs 50,000/-(Rs.Fifty Thousand only ) is enclosed vide cash receipt/DD no.....Date.....drawn in favour of National Seeds Corporation Limited payable at Bangalore.

3. I have read and understood the terms and conditions and I agree to abide by them.

4. Keenly looking forward to your esteemed order

Signature-----

Name -----

Complete Address-----

DATE

PLACE

From M/s-----

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The Regional Manager  
National Seeds Corporation  
imited

Sir,

With reference to your advertisement in the Newspaper dated ..... for supply of SUPPLY CERTIFIED/ TL SEEDS OF VEGETABLES as per the terms and conditions provided by you.

The particulars of offer are given below.

| S.No | Crop         | Variety                    | Category | Quantity Required by NSC | Quantity offered in quintal | Rate/ quintal |
|------|--------------|----------------------------|----------|--------------------------|-----------------------------|---------------|
| 1    | Amaranthus   | CO-2                       | CS       | 15 Qtls                  |                             |               |
|      |              | CO-2                       | TL       |                          |                             |               |
|      |              | Pusa Lal Chaulai/ Arun Red | CS       | 15 Qtls                  |                             |               |
|      |              | Pusa Lal Chaulai/ Arun Red | TL       |                          |                             |               |
| 2    | Ash gourd    | KAU 1                      | CS       | 2 Qtls                   |                             |               |
|      |              | KAU-1                      | TL       |                          |                             |               |
| 3    | Bitter Gourd | CO- Long                   | CS       | 15 Qtls                  |                             |               |
|      |              | CO- Long                   | TL       |                          |                             |               |
| 4    | Chilli       | PusaJwala                  | CS       | 8 Qtls                   |                             |               |
|      |              | PusaJwala                  | TL       |                          |                             |               |
|      | Chilli       | PusaSadbahar               | CS       | 10 Qtls                  |                             |               |
|      |              | PusaSadbahar               | TL       |                          |                             |               |
| 5    | Cucumber     | Green Long                 | CS       | 10 qtls                  |                             |               |
|      |              | Green Long                 | TL       |                          |                             |               |
| 6    | Ridge Gourd  | PusaNasdar                 | CS       | 15 Qtls                  |                             |               |
|      |              | PusaNasdar                 | TL       |                          |                             |               |
| 7    | Dhania       | CS - 4                     | CS       | 300 Qtls                 |                             |               |
|      |              | CS 4                       | TL       |                          |                             |               |
| 8    | Dolichos     | HA 4                       | CS       | 25 Qtls                  |                             |               |
|      |              | HA-4                       | TL       |                          |                             |               |

Signature-----

Name -----

Complete Address with Seal-----

DATE

PLACE