

Cost – Rs. 100/-

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

Chomu House, Sardar Patel Marg

C – Scheme, JAIPUR – 302 001

Phone: 0141-2376760/2365947

Fax: 0141 - 2363910

No. Prodn./Co-10/09-10/NSC

Dated:

**EOI FOR ORGANIZING CERTIFIED SEED PRODUCTION PROGRAMME
DURING KHARIF – 2010 IN RAJASTHAN STATE AS PER DETAILS BELOW**

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|----|-------|-----------------|--------------|
| 1. | Moong | SML-668 | 10,000 Qtls. |
| 2. | Moth | RMO 40, RMO 435 | 4,000 Qtls. |

NSC intends to produce Certified Seed of different crop varieties listed above, during Kharif 2010, packed and tagged in NSC bags from reputed producers / organizers Interested parties may submit their offer to **Regional Manager, NSC, Chomu House, C – Scheme, Sardar Patel Marg, Jaipur** – 302 001 on or before 10.6.2010 up to 3.00 p.m. in sealed envelopes **A - Technical details of the organizer, B - Economical offer** (in the prescribed format) alongwith EMD Rs. 30000/- in the form of DD in favour of **National Seeds Corporation Limited, payable at Jaipur**. Economical / Technical Bid will be opened on the same day at 1530 hrs. at RO Jaipur in the presence of tenderers or their authorized representatives.

Terms and conditions of the organizers seed production programme is enclosed.

Terms & Conditions

The terms and conditions stated below shall be binding on the parties and their relationship shall be governed by the same.

1. The organizer will produce the intended Certified Seeds on the behalf of NSC as assigned to him. The organizer shall submit the grower's list alongwith address and acreage to NSC and register the Production Programme for certification with RSSOPCA by cutoff date, on behalf of NSC. NSC official will countersign it.
2. The organizer will deposit all charges to RSSOPCA regarding the seed certification and manage registration and inspection with RSSOPCA after collection of certification charges from his concerned growers.
3. The organizer will arrange the required planting material at own level and utilize Foundation Seeds or CS – I (Planting material) of different crop varieties entered into agreement and also arrange verification of sources at the designated RSSOPCA offices.
4. The organizer shall arrange field inspection of seed plots by RSSOPCA technical staff as and when required.
5. The organizer shall also arrange field inspection of seed plots to be carried out randomly by technical staff of NSC as and when informed to maintain quality at field level in order to maintain quality of seed.
6. The organizer as advised by technical officers of RSSOPCA & NSC at seed processing level, shall carry out all such operations (roughing etc.) required at field level in order to maintain quality of seed.
7. The organizer shall arrange sealing and sampling of produce from the seed plots declared meeting field standard by RSSOPCA & NSC within the stipulated time to be declared by RSSOPCA.
8. The organizer shall in advance designate the processing plant where grading and packing is to be taken up and sealed produce to be stocked there, the designated plant must be registered with RSSOPCA. The grading and packing of seed will be done by organizer at his cost.
9. NSC may draw samples randomly from the stocked/ sealed produce for its testing at Quality Control Laboratories of NSC. If any lot observed substandard by QCL, NSC will reject the lot of the seed and refuse to accept such seeds.
10. The organizer will lift packing & treatment material from the nearest NSC office, i.e. Cloth bags, Jute / HDPE Bags/ labels, thread spools, lead seals/ Treatment material and secondary packing material if any.
11. The organizer on receipt of standard results from QCL & STL Labs, after grading shall arrange treatment and packing of seed in desired packing size and inform NSC for inspection of grading and packing operations of the seeds. The organizer has to supply duly certified Moong/Moth seed to NSC alongwith its original release certificate issued by RSSOPCA.
12. The organizer under normal circumstances is bound to supply duly tested and packed certified seed to NSC of following crops by the due date indicate below-

S. No.	.Crop	Variety	Due Date
1.	Moong	SML – 668	15 th February, 2011

2.	Moth	RMO 40, RMO 435	-do-
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13. In case of delay penalty @ 0.5% of the cost/day will be deducted from the payment of the organizer for delayed quantity. In case of unavoidable circumstances, RM may relax it on providing written request with sound reasoning.
14. NSC shall lift the seed from the organizers premises within 30 days from the notice of completing of packing.
15. NSC would release payment to the organizer after 30 days of lifting of seed after submission of all documents. Procurement rate would be at par RSSC + agreed service charges.
16. The organizer would submit the bill alongwith copies of original challan of the delivery of seeds to NSC duly signed alongwith release orders of RSSOPCA. After lifting of packed seed, NSC will release 90% payment of the seed received and 10% payment will be released within 90 days from the date of last delivery of material.
17. The organizer has to deliver unused packing and treatment material at the NSC's nearest processing plant immediately, with statement of accounts of used/unused packing/treatment material, after the committed quantity is lifted by NSC.
18. NSC is free to reject any field plot, seed lot in case at any stage it is observed that there is any lapses in the parameters of seed production and certification, the deal can be cancelled with issue of notice
19. The service tax if any, would be borne by the organizer, security deposited by the organizer would also be refunded after successful completion of the deal.
20. NSC shall be free to impose penalty or stoop final payment in case there is any complaint about the quality of the seed received within 30 days from consignee destination of NSC.
21. The contract is quantity oriented with 5% variation on higher or lower side. In case of more shortage than the prescribed variation, penalty will be imposed by NSC.
22. The organizer will pack ready certified seed in NSC packing material. The required certification/ packing material i.e. Cloth bags, Labels, Lead seals, Treatment material shall be supplied by NSC. The packing would be standard size as per NSC requirement.
23. Insurance cover will be obtained against fire, theft, burglary in the name of NSC for the seed quantity produced for NSC by the main grower at his cost for the period from receipt of raw seed till supplies to NSC.
24. The seeds produced for NSC under the contract shall not be pledged with bank or other financial institution.
25. NSC shall have neither commitments/ responsibility of payment to the individual growers whose list has been submitted by the organizer nor shall NSC be responsible for any loss to the organizer during the entire process of the deal. NSC will deal with organizer (main grower) only.
26. In the event of any dispute or difference arising under or in connection with this. Agreement in implementation or its satisfaction, the same shall be referred to the sole arbitrator, who may be appointed by the Chairman of NSC, or by any other officer who at the relevant time is occupying the highest office in NSC and decision of the arbitrator will be acceptable to both and abide by them.
27. In case organizer fails to deliver seed whatsoever committed, EMD may be forfeited and no correspondence to this effect would be entertained.
28. In case any party fails to deliver full quantity of Certified seed, as agreed penalty @ 10% towards compensation of the total value for short supply will be imposed.

29. The successful organizer has to deposit security Rs. 50000 i.e. Rs. 20000/- after the acceptance of offer by adjusting Rs. 30000/-
30. The successful organizers has/have to enter into an agreement with NSC on the Non-judicial Stamp paper of Rs. 100/-.

31. **OTHER TERMS AND CONDITIONS**

- i) NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The organizer 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.
- ii) The NSC reserves the right to accept or reject offer of the party either in full or part of the offer or all the offers without assigning any reason. The Regional Manager further reserves the right to award contract / issue the order for seed production to one or more organizers.
- iii) In case of dispute arising out of 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.
- iv) 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.
- v) 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.
- vi) Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in sampling the organizer will be responsible for the consequences of violation of Seed Act and Seed Laws.
- vii) The weight of the 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 Department, if any.
- viii) The organizer will have to give name of the firm, name of the processing plant, godowns their postal address, telephone Nos., E-Mail, name of the responsible person in the 'A' – form so as to make further communication and organizer charges (custom rates) in the 'B' form.

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Signature of the seed organizer & address

National Seeds Corporation Limited
(A Government of India Undertaking)
Chomu House, S. P. Marg
Jaipur

PART “A”

TECHNICAL DETAILS OF THE SEED ORGANIZER

To

The Regional Manager
National Seeds Corporation Ltd.
Jaipur

Sir,

With reference to your advertisement, we are interested to produce certified seeds of Moong/Moth during Kharif – 10 on the behalf of NSC as per specified NSC terms & conditions, we hereby agree and submit herewith our technical details as under:-

1. (A) (Name & full Address)
M/s
.....
.....
Phone
Fax No.....E.mail.....

(B) Address of Processing Plant/Seed store
2. Registration with SSCA as seed producer No..... dated
Valid upto
3. Processing Plant registration with SSCA No.....dated
Valid upto(where seed will be processed)
4. Seed License from Dy. Director of Agriculture / DAO Distt.....
No..... Dated Valid upto
5. Name and qualification of seed producer/organizer
6. Seed Prodn. Experience in years
7. Sale Tax No. (If any)
8. Details of Seed Prodn. Organized for any government company, during previous two years (Please attach the list and proof)

Signature of Party
With seal & date

**National Seeds Corporation Ltd.
(A Govt. of India Undertaking)
Chomu House, S. P. Marg
Jaipur**

PART “B”

To

The Regional Manager
National Seeds Corporation Ltd.
Jaipur

EOI FOR MOONG/MOTH C/S PRODUCTION DURING KHARIF-10

FINANCIAL OFFER

Sl. No.	Crop / Variety	Class	Quantity offered for production as per the Terms & Conditions of NSC (Qtls.)	Custom rates / services charges Rs. Per Qtl. Over and above the procurement price, including all taxes, for all operations from raw seed receipt, processing, testing, storage, final packing in NSC bags up to delivery
1.	Moong SML 668	C/S		RSSC Procurement Price +Rs...../Qtl
2	Moth RMO 40	C/S		RSSC Procurement Price +Rs...../Qtl
3.	Moth RMO 435	C/S		RSSC Procurement Price +Rs...../Qtl

EMD amount of Rs. 30000/- vide DD / Bankers Cheque No.....
from Bank, in favour of **National Seeds Corporation Ltd., payable at Jaipur**, or amount may be deposited in cash in NSC office vide cash receipt No..... dated (Photo copy of the cash receipt should be enclosed).

Signature of the Party
Name & Address / Seal

Place :

Dated :

Note: # The offer A & B should be submitted in sealed envelope alongwith supporting Document.

Rate of custom charges may be quoted on the basis of delivery of the ready certified Seed at ex-producer's processing plant.