

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
REGIONAL OFFICE
1024-25, SECTOR 2-B, CHANDIGARH

NO.3 (16) ADMN/NSC/CHD/10-11

DT. 21.8.2010

**TERMS AND CONDITIONS FOR PURCHASE OF
CROPS WHEAT CERTIFIED SEEDS BY NSC**

National Seeds Corporation Ltd., (NSC) desires to purchase about 17100 qtls. of good quality certified seed of Wheat as listed in Annexure-I fresh from season Rabi 2009-10 production on the following terms and conditions:-

1. The Tenderer shall present the offer in his letter-head using the enclosed offer format. Tender can be submitted for any item.
2. Rate shall be quoted in Rs. Per qtl. Ex-godown for the net final cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). 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 @ 2% of the total value at the quote rate or Rs.10000/- whichever is more, in the form of Demand draft drawn in favour of National Seeds Corporation Lgtd., Regional Office, Chandigarh. Tenders without EMD may 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 within four months of tender opening whichever is earlier. Outstanding amount, if any of the supplier with NSC will not be considered for the EMD purpose.
4. Tenders in sealed envelope will be received at National Seeds Corporation Ltd., Regional Office, Chandigarh upto 1.p.m. on 7.9.2010 and opened on the same date and place at 2.p.m. in the presence of those tenderers who may wish to be present. Tenders received after the due date and time may be rejected.
5. The supplier will submit a properly labeled/sealed representative sample of one Kg. Seed of each item alongwith the sealed tender. Tenders without the sample may be rejected. Seed stock will be

accepted by NSC only if it is visibly resembles the representative same so presented.

6. The supplier's offer shall be valid atleast for three months and should be atleast for 500 q. in wheat as per annexure. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence from 15.09.2010 or final clearance by NSC and should be completed in 30.10.2010. 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.
7. The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate or Rs. Ten lakhs whichever is less. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/intimation. EMD of the successful tender can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD.
8. The successful tenderer shall at his cost execute an agreement with NSC on non judicial stamp paper of required value for arranging the supply as per these terms and conditions sign each page of the Terms and Conditions and submit the same to NSC alongwith the Security Deposit.
9. 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.
10. The supplier and NSC will jointly arrange for SCA's permission for packing the offered/accepted quantity in NSC bags.
11. The supplier shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency(SCA) for each lot before delivery to NSC.
12. NSC will draw representative samples of the final cleaned/graded seed lots offered by the supplier and have them analyzed in NSC's Quality Control Laboratory (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.

13. NSC will supply the packing material – bags and labels; while the supplier will provide the certification tag, thread and seal and arrange the packing, sealing, labeling, tagging, stacking, weightment and loading at his cost.
14. 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.
15. Supplier's 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 supplier.
16. 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. If required, NSC may repeat the order for the additional quantity within two months from the date of security Deposit remittance. Beyond 25%, the increase will be with the consent of the supplier.
17. Payment will be released through crossed A/c. payee cheques within 30 days from the receipt of bills subject to fulfilling the requirements set out in the Terms and Conditions.
18. The supplier shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC.
19. 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.
20. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
21. NSC reserves the right to accept/reject any or all the the tenders without assigning any reason whatsoever.
22. 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 Managing Director/Chairman, NSC or by any other competent offer who at the relevant time is occupying the highest office in NSC 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

For the tenderer's use:

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

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Date

Seal

Signature of the supplier

Name:_____

Full Address_____

Contd.

National Seeds Corporation Ltd.
(A Government of India Undertaking)
SCO:1024-25 Sector-22-B Chandigarh

ANNEXURE-I

Crops: WHEAT CERTIFIED SEED

S.NO.	Variety	Qty.(in qtls.)
1.	Wheat DBW-17	2700
2.	Wheat PBW-550	4400
3.	Wheat PBW-502	10000
	Total	17100

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PROFORMA FOR TECHNICAL BID

[illegible]

FINANCIAL BID

(Form for offer by tenderers to be sent in sealed envelope)

From

M/s _____

To:

Regional Manager,

National Seeds Corpn. Ltd.,

Sir,

With reference to your enquiry/advertisement in the newspaper dated 22-08-2010, we hereby quote most competitive offer for the supply of crops WHEAT C/S certified as per the terms and conditions provided by you. The particulars of offer are given below:

s.no.	Crop/variety	Class	Qty.offered (qtls.)	Rate Rs./Qtl.(ex-godown) for final cleaned/graded quantity in NSC packing	
				In figures	In words
1	Wheat DBW-17	Certified			
2	Wheat PBW-502	--do--			
3	Wheat PBW- 550	--do--			

2) As desired, one kg. of true representative sample of each of the above is presented separately.

Contd.....

3) Also as required EMD for Rs. / - (Rs.) being 2% of the total value of the offer at the quoted rate (or Rs. 10000/- whichever is more) is enclosed vide DD No. _____ dated _____ drawn in favour of National Seeds Corporation Limited payable at R.O.

4) The additional particulars of our firm are given below:-

(a) State Seed Certification Agency

Registration No. _____

Dated: _____

Valid upto _____

(b) Seed License No.: _____

Date: _____

Validity Upto: _____

(c) Sales tax No: _____

(d) PAN No: _____

5) Keenly looking forward to your esteemed order.

Yours faithfully

Dated.....

Place.....

Signature

Name.....

(Complete Address).....

.....

Phone No.

Fax No.

E-mail

Seal