

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
681-690, Market Yard, Gultekdi,
Pune – 411037.

NOTICE INVITING TENDER FOR PURCHASE OF SOYABEAN CERTIFIED SEED

Sealed tenders are invited from reputed/reliable certified seed producers/Co-op. Societies/Organizers/Seed Companies for procurement of approximately 50,000 qtls. of Soyabean certified seed of JS 335 out of Kharif-09 production. The tender document obtainable from the following offices on payment of Rs.200/- either by cash or by way of DD drawn in favour of National Seeds Corporation Limited (NSC) payable at the respective places.

- | | |
|--|--|
| i) National Seeds Corporation Ltd., 681-690, Market Yard, Gultekdi, Pune – 411 037 | (ii) National Seeds Corporation Ltd., Ulhas Sadan, Near III Birla Gate, Tapdiya Nagar, Akola-444001. |
| iii) National Seeds Corporation Ltd., A-78, MIDC, Near Hanuman Dal Mill, Amravati - 444605. | (iv) National Seeds Corporation Ltd., 132-A, Industrial Area, Jalgaon – 425001. |
| (v) National Seeds Corporation Ltd., F-8/2, MIDC Area, Naregaon Road, Chikhalthana , Aurangabad-431210. | (vi) National Seeds Corporation Ltd., Ist Floor, Adhyapak Bhavan, Near ST Stand, Ganeshpeth, Nagpur-18. |
| vii) National Seeds Corporation Ltd., 236, Market Yard, Sangli-416416. | |

2. The tender document can also be downloaded from NSC's Website, www.Indiaseeds.com. In such cases, the tenderer has to deposit Rs.200/- along with the filled in tender form.

3. Sealed tenders duly filled in will be received at NSC, Pune up to 13.00 hrs. on 31st March, 2010 and will be opened on the same day at 15.00 hrs. in the presence of tenderers or their authorized representatives.

4. NSC reserves the right to accept/reject any or all the tenders without assigning any reason.

Regional Manager,
NSC, Pune.

NATIONAL SEEDS CORPORATION LIMITED
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TENDER FOR PURCHASE OF SOYABEAN CERTIFIED SEEDS – 2010

TENDER DOCUMENT

The Tender Document comprises of the following:

- 1) Terms & Conditions for Purchase of Soyabean Certified Seeds by NSC.
- 2) Form of Offer by Tenderer to be sent in sealed envelope, as indicated in the Terms & Conditions.

Price : Rs. 200/- payable by Cash or DD in favour of NSC, as indicated in the NIT.

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TERMS AND CONDITION FOR PURCHASE OF SOYBEAN JS 335 CERTIFIED
SEED

National seeds Corporation Limited (NSC) desires to purchase about 50,000 qtls. Soybean JS-335 good quality certified seed as listed in Annexure-I, fresh from Kharif 2009 production for marketing during Kharif-10 duly packed and tagged in NSC bags from reputed producers/organizers/cooperative societies and seed companies herein after called as Tenderer/Supplier on the following terms and conditions in two bid system.

TWO BID SYSTEM :

A. Two independent sealed envelopes should be prepared as detailed below.

1. ENVELOPE NO. 1 (SEALED):

This envelop should be marked as “ENVELOPE NO. 1 - TECHNICAL BID for SUPPLY OF SOYBEAN JS 335 certified seed and should contain following papers with covering letter on letter head (Tenderer should invariably mention their name, address etc. on left hand side of envelop for clear identification)

a. PART “A” (Technical Bid) duly filled and documents required therein.

2. ENVELOPE NO. 2 (SEALED):

This envelope should be marked as ENVELOPE NO. 2 - SUPPLY OF SOYBEAN JS 335 CS and should contain PART. “B”. (Tenderer should invariably mention their name, address etc. on left hand side of envelop for clear identification)

3 Both the envelopes should be packed in one big sealed envelope super scribing “**TENDER FOR /SUPPLY OF SOYBEAN JS 335 CS**”. The sealed tender should be delivered in the office of the **REGIONAL MANAGER NSC, PUNE.**

4 Tenderer must affix seal and put address on each envelope.

TERMS AND CONDITIONS FOR PURCHASE OF SOYBEAN JS 335 CS.

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. F.O.R. in Maharashtra for the net final cleaned/graded, tested and packed qty. 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 as mentioned in Technical Bid in the form of demand draft drawn in favour of National Seeds Corporation Ltd., Pune. Tenders without EMD will 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 four months whichever is later. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose. The EMD deposited by the party for last tender on 25.02.2010 may be adjusted in this tender.

4. Tenders in sealed envelope will be received at National Seeds Corporation Ltd., Pune up to 13.00 hrs. on 31st March,2010 and technical bids will be opened on the same date and place at 15.00 hrs. in the presence of those tenderers, who may wish to be present. Financial Bids will be opened of those, whose Technical Bids are in order. Tenders received after the due date and time may be rejected.

5. 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.

6. The Tenderer's offer shall be valid at least for one months and should be at least for **5,000 qtls.** in case of Soyabean JS-335. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th days of demand letter/dispatch order issued by NSC and should be completed within 15 days. Though the confirmation/clearance can be given by NSC and agreement is executed with 7 days of confirmation/clearance but the lifting of seed will be started by NSC from May 2010 onwards during Kharif 2010 sowing season in good physical appearance and luster to NSC's satisfaction.

7. Failure to deliver less than 90% of approved quantity by NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% bench mark. For delayed supplies, penalty of Rs.2/- per day per qtl. may be charged.

8. The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate or Rs. two lakhs whichever is less, in the form of RTGS/irrevocable Bank Guarantee/Demand Draft drawn in favour of National Seeds Corporation Ltd., RO, Pune. The deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/intimation. Failure to remit the security deposit will impose forfeiture of EMD.

9. The successful tenderer shall at his cost will execute an Agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these Terms and Conditions, signing each page of the Terms & Conditions and submit the same to NSC along with the Security Deposit.

10. 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.

11. The Tenderer will arrange for the SSCA's permission if applicable for packing of the offered/accepted quantity in NSC bags, while NSC will issue letter to SSCA for the same.

12. The Tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency (SSCA) for each lot delivered to NSC.

13. NSC will draw representative samples of the final cleaned/graded seed lots offered by the tenderer and have them analyzed in NSC's, Quality Control laboratory (QCL-N) or any other laboratory identified by NSC. Only the lot cleared by both the SSCA and NSC will be finally 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 is no shortfall in the supply in the supply from the ordered quantity.

14. NSC will supply the packing material – bags and labels, while the supplier will provide the certification tag, thread, seal & treatment material essentially and arrange the packing, sealing labeling, tagging, stacking, weighment and loading at his cost.

15. 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 luster to NSC's satisfaction.

16. Tenderer's failure to arrange the supply as per the Terms & 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 tenderer.

17. 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.

18. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance with mutual consent.

19. 90% payment will be released through RTGS/crossed A/c payee cheques within 15 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions.

20. NSC will retain 10% payment along with Security Deposit as retention money for 120 days.

21. The tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.

22. 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.

23. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.

24. NSC reserves the right to accept/reject any or all the tenders without assigning any reason whatsoever.

25. In the event of any question/dispute or difference arising between NSC and the supplier on any matter covered by these Terms & Conditions or arising directly or indirectly therefrom or connected with these Terms & Conditions 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.

OTHER TERMS AND CONDITIONS:-

1. 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 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. The NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.

3. 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.

4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.

5. 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.

6. 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.

7. Quality Control Inspectors of the concerned State may draw the samples of stocks. 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.

8. 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.

9. The tenderer will have to give name of the firm, name of the processing plant, godowns their postal addresses, telephone Nos., E-Mail, name of the responsible person in the tender form itself so as to make further communication.

For the Tender's use

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

Date: _____

(Seal)

Signature of the supplier

Name -----

Full Address -----

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Technical bid Part - A

PROFORMA FOR TECHNICAL BID

Name & Address of the bidder.

| S. No. | Seed Producer's Regn. No. with SSCA & its validity | Seed Processing plant Reg. No. & its validity | Seed Licence No. & its validity | Seed prodn. Experience years | ST/ Tin/ PAN No. | Details of seed prodn. of previous two yrs. | Qty. offered for supply (Qtls.) |
|--------|--|---|---------------------------------|------------------------------|------------------|---|---------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

2. As desired, 1 kg. of true representative samples of each of the above is presented separately.

3. Also as required EMD @ Rs.55/- q. (Rs.Fifty five only) of seed offered is enclosed vide DD No. -----dated _____ drawn in favour of National Seeds Corporation Limited payable at Pune.

4. Photocopies of items in column No. 4, 5, 6 & 7 are enclosed.

5. Keenly looking forward to your esteemed order.

Dated _____
Place _____

Signature-----

Seal Name-----

Complete Address-----

Phone No.-----

Fax No.-----

E-mail-----

Financial Bid Part-B

(FINANCIAL BID)

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

From

M/s. _____

TO,

The Regional Manager,
National Seeds Corporation Limited,
681-690, Market Yard, Gultekadi,
PUNE - 411037.

Sir,

With reference to your enquiry/advertisement in _____ dated _____, we hereby quote our most competitive offer for the supply of Soybean CS as per the Terms & Conditions provided by you. The particulars of offer are given below:-

| S.No. | Crop/Variety | Class | Quantity Offered (qtls.) | Rate Rs./qtls. (as FOR in Maharashtra) for final cleaned/graded quantity in NSC packing. | |
|----------|------------------------|------------|--------------------------|--|----------|
| | | | | In Figures | In Words |
| A | Soyabean JS-335 | C/s | | | |
| | | | | | |

Yours faithfully,

Date: _____

Place _____

Signature -
Name -
Complete address
Phone No.
Fax No.
E-mail
Seal

ANNEXURE-1

**National Seeds Corporation Limited
(A Government of India Undertaking)
681-690, Market Yard, Gultekadi,
Pune – 4110 37.**

Requirement of Soybean Certified Seed out of Kharif-09 production

| S.No. | Variety | Qty. in Qtls. |
|--------------|----------------|----------------------|
| A | JS 335 | 50,000 |

NOTE: Last date of acceptance of tender at RO, NSC, Pune is 31st March, 2010 up to 13.00 hrs and will be opened on the same day at 15.00 hrs. in the presence of committee and representatives/tenderers, if any.