

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

NOTICE INVITING TENDER FOR PURCHASE OF RAJMA

Sealed tenders are invited from reputed/reliable seed producers/organizers/seed companies for procurement of approximately 300 qtls. T/L seed of Rajma Varun or any other variety (Pulses type) seed out of Summer/Kharif 2009 production. The tender document obtainable from the following offices on payment of Rs.100/- 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.,
236 Market Yard,
Sangli.

2. The tender document can also be downloaded from NSC's Website, www.indiaseeds.com. In such cases, the tenderer has to deposit Rs.100/- along with the filled in tender form.

3. Sealed tenders duly filled in will be received at NSC, Pune up to 1300 hrs. on 8th Sept., 2009 and will be opened on the same day at 1500 hrs. in the presence of tenderers or their authorized representatives.

Regional Manager,
NSC, Pune.

NATIONAL SEEDS CORPORATION LIMITED
(A Govt. of India Undertaking)
PUNE

TENDER FOR PURCHASE OF RAJMA VARUN OR ANY OTHER PULSE
VARIETY T/L SEED OUT OF KHARIF PRODUCTION.

TENDER DOCUMENT

The Tender Document comprises of the following:

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

Price: Rs. 100/- payable by Cash or DD in favour of NSC, as indicated in the NIT.

NATIONAL SEEDS CORPORATION LIMITED
PUNE
TENDER FOR PURCHASE OF Rajma Varun/ other Pulse variety T/L seed

National seeds Corporation Limited (NSC) desires to purchase about 300 qtls. Rajma Varun/ other Pulse variety T/L seed, fresh from Summer/Kharif 2009 production duly packed and tagged in NSC bags from reputed producers/organizers hereinafter called as Tenderer, in two bid system. Offers be quoted on enclosed Proforma (**Annexure-I**) on the following terms and conditions.

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 Rajma Varun/ other Pulse variety T/L 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)
- b. E.M.D. details.

2. ENVELOPE NO. 2 (SEALED):

This envelope should be marked as ENVELOPE NO. 2 - Supply of Rajma Varun/ other Pulse variety T/L seed 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 envelops should be enclosed in one big sealed envelope super scribing “TENDER FOR /SUPPLY OF RAJMA VARUN OR OTHER PULSES TYPE VARIETY. 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 RAJMA VARUN OR OTHER PULSE TYPE VARIETY T/L SEED.

1. The tenderer shall present the offer in his letter-head using the enclosed offer format.

2. Rate shall be quoted in Rs._____per qtl. on “ FOR” supply at NSC Office ,236 Market Yard , Sangli for the net final cleaned/graded, tested and packed quantity in NSC packing with NSC labels(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 quoted rate or Rs. 10,000/- whichever is more, in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Pune. Tenders without EMD may be rejected. EMD of unsuccessful tenderers except the lowest three will be returned through A/c payee cheque within 30 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or within three 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., Pune up to 1300 hrs. on 8th Sept., 2009 and technical bids will be opened on the same date and place at 1500 hrs. in the presence of those tenderers who may wish to be present. Financial Bids will be opened for those whose Technical Bids will be in order. 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 along with the sealed tender. Tenders without the sample may be rejected. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.

6. The supplier's offer shall be valid at least for 30 days and should be for at least **100qtls. or 100%** of the relevant variety whichever is less. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence within 3 days of final clearance by NSC and should be completed within 10 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. may be charged.

7. The successful tenderer shall remit interest free Security Deposit @ 2% of the total value of the supply at the approved rate or **Rs. 10,000** 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 tenderer 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 nonjudicial stamp paper of required value for arranging the supply as per these Terms and Conditions along with the Security Deposit.

9. The seed shall be processed and packed as per NSC's requirement at NSC-Sangli.

10. 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.

(a) Samples for testing in QCL, NSC will be drawn 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.

11. NSC will supply the packing material – bags and labels.
12. 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.
13. Supplier'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 supplier.
14. 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.
15. 90% 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 & Conditions.
16. NSC will retain 10% payment along with Security Deposit as retention money for 90 days.
17. The supplier shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
18. 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.
19. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
20. NSC reserves the right to accept/reject any or all the tenders without assigning any reason whatsoever.
21. 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 there from or connected with these Terms & 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 officer 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.

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 the 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 sampling the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws.

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: _____

Signature of the supplier
(Seal) Name -----
Full Address -----

National Seeds Corporation Limited
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681-690, Market Yard, Gultekadi,
Pune – 411037.

PART - A

PROFORMA FOR TECHNICAL BID

| S. No. | Name & address of the bidder | Details of seed production of previous two years. | Quantity offered for Supply (Qtls.) |
|--------|------------------------------|---------------------------------------------------|-------------------------------------|
| 1 | 2 | 3 | 4 |

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

3. Also as required EMD for Rs------(Rs.-----) being 2% of the total value of the offer at the quoted rate (or Rs.10,000/- whichever is more) is enclosed vide DD No.-----dated-----drawn in favour of National Seeds Corporation Limited payable at Pune.

4. The raw seed delivery to be made at NSC Seed Processing Plant, 236, Market Yard, Sangli

4. Keenly looking forward to your esteemed order.

Dated
Place

Signature-----
Seal Name-----
Complete Address-----

Phone No.-----
Fax No.-----
E-mail-----

FINANCIAL BID PART-B

(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 the ----- dated-----, we hereby quote our most competitive offer for the supply of Rajma Varun any other Pulse variety T/L Seed as per the Terms and Conditions provided by you. The particulars of offer are given below:-

| S.No. | Crop/Variety | Quantity Offered (qtls.) | Rate Rs./Qtls. | |
|-------|--------------------------------------|--------------------------|----------------|----------|
| | | | In Figures | In Words |
| A | Rajma Varun/ any other Pulse variety | | | |

Remarks if any _____

Signature of Party
Name & Address /Seal

Date: _____

Place _____