

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: CHENNAI..

TENDER FOR PURCHASE OF SUNHEMP T/L SEEDS

National Seeds Corporation Limited (NSC) desires to purchase about 5000 qtls. of Sunhemp T/L seeds as listed in Annexure-1 fresh from K'09 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 for Certified / TL seed for the crop/varieties as per **Annexure-I** on the following terms and conditions.

TWO BID SYSTEM :

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

1. ENVELOP NO. 1 (SEALED):

This envelope should be marked as "ENVELOP NO: 1- COMMERCIAL AND TECHNICAL BID for SUPPLY OF SUNHEMP 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. PARAT "A" (Commercial and Technical Bid).
- b. E.M.D details.

2. ENVELOP NO: 2 (SEALED) :

This envelop should be marked as ENVELOP NO: 2 FINANCIAL BID- SUPPLY OF SUNHEMP " 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 bag sealed envelop super-scribing "TENDER FOR / SUPPLY OF SUNHEMP ". The sealed tender should be delivered in the office of the Regional Manager, National Seeds Corporation Ltd., No.22-C, SIDCO Indt. Easte (N), Ambattur, Chennai.
4. Tenderer must affix seal and put address on each envelop.

TERMS & CONDITIONS FOR PURCHASE OF SUNHEMP 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. 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 leviabale, shall be entertained.

3. The tender shall be accompanied by interest free EMD @ 2% of the total value at the quoted rate or Rs. 10000/- whichever is Less, in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., New Delhi .,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. Chennai upto **11.00 hrs. on 8.12.2009** and technical bids will be opened on the same date and place at 11.30 hrs. in the presence of those tenderers who may wish to be present Financial Bids will be opened for those whose Commercial Bid will be in order and will be opened on **8.12.2009**. Tenders received after the due date and time may be rejected.
5. The supplier's offer shall be valid at least for 60 days and should be for at least 100 qtls or 100% of the relevant variety whichever is less. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should be supplied immediately .

Sl.No.	Crop/Variety	Class	Qty.	Supply Schedule
1	2	3	4	5
1	Sunhemp	T/L	5000 qtls.	Immediate

Failure to delivery 90% of 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 for delayed supplies penalty of Rs. 2/- per day per qtls. will be charged.

6. The successful tender shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate or **Rs. 2,00,000/-** 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.
7. 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 & Conditions and submit the same to NSC along with the Security Deposit..

8. 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.
9. The supplier and NSC will jointly arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags.
10. 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.
11. NSC will draw representative samples of the final cleaned / graded seed lots offered by the supplier and have then analyzed in NSC's Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. **Only the lot cleared by both the SCA and NSC will be finally accepted by NSC.**
12. 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, weighment and loading at his cost.
13. 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.
14. 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.
15. 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.
16. 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.
17. NSC will retain 10% payment alongwith Security Deposit as retention money for 120 days.
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 tenders without assigning any reason what-so-ever.
22. 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 on adjudicate thereon.

OTHER TERMS & 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 & conditions of the agreement to the satisfaction of the Corporation.
2. The Chairman-cum-Managing Director reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Chairman-cum-Managing Director 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 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 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 & 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
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For the Tenderer 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 _____

Tel. No_____

Mobile No._____

National Seeds Corporation Ltd.,
(A Govt. of India Undertaking)
No. 22-C, SIDCO Indst. Esate (N), Ambattur,
CHENNAI – 600 098.

PART-A

PROFORMA FOR TECHNICAL BID.

S.No	Name& address of the bidder	Seed produce r's Regn.No with SSSCA	Seed processing plant Reg. No.	Seed licence No	Seed prodn. experience years	ST/Tin PAN No.	Details of seed prodn. of previous two yrs.
1	2	3	4	5	6	7	8

2. 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 less) is enclosed vide DD No. _____ dated. _____ drawn in favour of National Seeds Corporation Ltd., payable at Secunderabad.
3. Keenly looking forward to your esteemed order.

Date: _____

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

REGIONAL MANAGER
NATIONAL SEEDS CORPORATION LTD
CHENNAI.

Sir,

With reference to your advertisement in the Dinamalar we hereby quote our most competitive offer for the supply of Sunhemp 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. (Ex-godown) for final, cleaned/graded quantity in NSC packing	
			In figures	In works
A	Sunhemp			

Remarks if any _____

Signature of Party
Name & Address / Seal

Dated _____

Place: _____

ANNEXURE-I

National Seeds Corporation Limited.
(A Government of India Undertaking)
Regional Office: Chennai.

REQUIREMENT OF CERTIFIED SEED OUT OF KHARIF '09
PRODUCTION

S.No.	Crop	Variety	Class	Qty. in Qtls.
1.	Sunhemp		T / L	5000