

NATIONAL SEEDS CORPORATION LIMITED
REGIONAL OFFICE: CHENNAI.

TENDER FOR PURCHASE OF COTTON –LRA-5166
CERTIFIED/ PEDIGREED SEED.

National Seeds Corporation Limited (NSC) desires to purchase about 250qtls. of delinted Cotton /LRA-5166 Certified seeds fresh from K'08/ K'09 production duly packed and tagged in NSC bags from reputed producers/ organizers hereinafter called as Tenderer. Offers be quoted on enclosed proforma for Certified seed on the following terms and conditions.

TERMS & CONDITIONS FOR PURCHASE OF COTTON –LRA-5166
CERTIFIED/ PEDIGREED 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 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. 5000/- whichever is Less, in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Chennai, Tenders without EMD may be rejected. EMD of unsuccessful tenderers except the lowest three will be returned through A/C payee cheque within 15 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or within two 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 15.00 hrs. on 20.11.2009 and will be opened on the same date and place at 16.00 hrs.
5. 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, sign each page of the Terms & Conditions and submit the same.
6. 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.
7. The supplier and NSC will jointly arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags.

8. 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.

9. 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.**

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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.

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

18. NSC reserves the right to accept / reject any or all the tenders without assigning any reason what-so-ever.

19. 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:

Signature of the supplier:
(Seal) Name _____

Full Address _____

Tel. No. _____
Mobile No. _____

National Seeds Corporation Ltd.,
(A Govt. of India Undertaking)
17-11 Tukaramgate, North Lalaguda,
Secunderabad 500 017 A.P.

(FORM FOR OFFER BY TENDERERS TO BE SENT IN SEALED ENVELOPE)

FROM
REGIONAL MANAGER
NATIONAL SEEDS CORPORATION LTD
CHENNAI.

Sir,

With reference to your advertisement in the local Paper Dina Malar dated 14.11.09 we hereby quote our most competitive offer for the supply of delinted Cotton – LRA-5166 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. (Exgodown) for final, cleaned/graded quantity in NSC packing	
			In Figures	In Words
1	Cotton / LRA-5166			

Remarks if any _____

Signature of Party
Name & Address / Seal

Dated _____

Place: _____