

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Beej Bhavan, Pusa Complex
New Delhi-110012



CBE:-IX

TENDER DOCUMENT
For
Supply, Installation and Commissioning of
Weigher –bagger , Bag closing and Sealing System

LAST DATE FOR RECEIPT OF TENDER : 15.01.2010 by 13.00 hrs.
DATE OF OPENING OF TENDER : 15.01.2010 at 15.30 hrs.

NATIONAL SEEDS CORPORATION LIMITED
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NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
BEEJ BHAVAN: PUSA COMPLEX
NEW DELHI-110012

No.Pur/NSC/CBE-IX- Main) 09-10

Dated : 23-12-2009

NOTICE INVITING TENDER-CBE-IX

National Seeds Corporation Ltd. invites sealed Tenders from reputed manufacturers/suppliers for supply, installation and commissioning of **Weigher –bagger , Bag closing and Sealing System** complete with common matching V.B.Elevator , surgebin(s), Bag closer with conveyor and bag Sealing system of following capacity :-

<u>Weighing Range</u>	<u>No of bags per min</u>
1kg to 5 kg	4 to 5
10Kg to 50 Kg	3 to 4

1. Tender documents may be obtained from the office of General Manager (Engg) , National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012 on payment of Rs.500/- (non refundable) in cash/demand draft in favour of the National Seeds Corporation Ltd. payable at Delhi/**New Delhi between 11.00 hrs.and 16.30 hrs. on all working days. Sale of tender document will commence w.e.f. 24.12.09 and will be stopped on 14.01.2010**

OR

- The tender document is also available in NSC's web site www.indiaseed.com, www.nsc.gov.in . The Tenderer, who is downloading the Tender Document from web site shall be required to deposit the cost of tender form by cash or DD and submit its proof of depositing. The demand draft may be submitted in a separate envelope.
2. Complete tender along with the requisite EMD of **Rs.3.5 lakh(Rs.three lacks fifty thousand only)** shall be received in the office of General Manager (Engg) , National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi upto 13.00 hrs on 15.01.2010. The technical part of bids shall be opened on the same day at 15.30 hrs.in the presence of desirous tender(s). The Price bids of the commercially & technically qualified bidders shall be opened subsequently for which date and time shall be intimated separately.
 3. Tenders, both Technical bid and Price bid should be submitted strictly as per instructions to tenderers given in Part-A of the tender documents.
 4. Tender not accompanied with requisite EMD and not submitted as per instructions contained in the tender document are liable for rejection.
 5. SSI units under MSME(Micro Small or Medium Enterprises) registered with District Industries Center (Govt Of India) for the quoted item under single point registration scheme are exempted from payment of cost of tender document subject to furnishing documentary proof in support of their claim along with their request..
 6. NSC reserve the right to accept or reject any one or all tenders without assigning any reason.

General Manager(Engg.)

PART- A

Section-1

INSTRUCTIONS TO TENDERERS

1. The tenderers are advised in their own interest, to carefully read the tender document and understand their purport and unless the tenders specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the tender documents.
2. Tender must be submitted in the tender form provided in Section-III of 'Part A' of the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary.
3. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any, should bear the signatures of the person signing the bid along with stamp of the tenderer. Any modification not so signed shall be ignored and the whole tender may be treated as void on this ground.
4. In case the specifications of any offered equipment deviates from the specifications laid down in the tender form, the tenderers should describe as to in what respect and to what extent the equipment offered by them deviates from the specifications, even though the deviations may be minor.
5. The tenderers should enclose with their offers descriptive catalogues, leaflets and engineering drawings supplementing the description and point out any special features/advantages of their equipment quoted. All the literatures, leaflets engineering drawings etc.should be in English or accompanied by English translation in case the language is other than English. This should be adhered to, strictly to enable objective evaluation of offers.
6. Tenderers should also enclose with their offers the test reports from any recognized agency with respect to their equipment. In case the equipment do not have any test report, the tenderers may furnish the list of actual users of the equipment for reference.
7. The tenderer should indicate the following separately in summary form:
 - (a) Accessories and fittings which are standard with the equipment as well as such of the accessories/fittings which though not considered standard, are included in the scope of supply and included in the bid price.
 - (b) Accessories/fittings which may occasionally or frequently be required but have been specifically excluded by the tenderer from the scope of supply, should quote their price separately.
8. The list of spare parts with cost of individual item required for various equipment should be submitted separately along with the offer. It should include such quantity of spare parts as is required for smooth running of the equipment for 12 months from the date of commissioning.
9. **QUOTATION OF PRICES**
Tenderer shall give a final and net per unit price free from all escalations. Request for change in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids the tenderers are required to quote their rate equipment wise/ item-wise and capacity-wise as indicated in the Section-I of 'Part B' i.e. technical specification of the tender document and should be given strictly in

the manner as indicated in the Annexure 'B' of Section-III of Part 'A' of the tender document.

10. Printed Terms & Conditions of Tendering Firm.

Printed terms & conditions of the bids shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms & conditions of the tendering firms have been rejected by the Corporation.

11. Earnest Money

Tenderers are required **to deposit requisite amount of EMD as mentioned in NIT** with the Corporation in any of the following manner;

- a) By means of Demand Draft drawn on Scheduled Bank payable at New Delhi / Delhi in favour of the NSC Ltd. **CHEQUE WILL NOT BE ACCEPTED.**

EMD shall be kept in the envelop containing in the Technical bids.

- b) Exemption of earnest money deposit for Indian manufactures which are MSME (Micro , Small or Medium Enterprises) registered with District Industries Center (Govt Of India) under single points registration scheme . Indian manufacturers/suppliers who are MSME units and registered with District Industries Center (Govt Of India) under single point registration scheme are exempted from payment of earnest money deposit provided photo copy of registration under the single point registration scheme for the quoted stores is enclosed with the offer and their request .

12. Submission of tender

The tender should be prepared in two sealed envelopes containing 'Technical Bid' and 'Price Bid'. The envelopes should be super scribed respectively as 'Technical Bid' and 'Price Bid' and shall indicate name and address of the bidder and addressed to the purchaser. The technical and financial information should be strictly as per the format given in annexure 'A' 'A1' and annexure 'B' in Section III of Part 'A' of tender document. The above mentioned two envelopes be then placed in an envelope and sealed. Outer envelope shall be super scribed as "**Tender for Equipment For WEIGHER BAGGER SYSTEM** " due for opening on **15.01.2010**. Outer envelop shall be addressed to the Purchasers and shall also contain address of the bidder to enable the bid to be returned unopened, in case it is received late.

13. Opening of Tender:

The tenderers or their authorized representatives may attend at the time of opening of the tender, if they so desire. The envelope containing **the 'Technical Bids'** shall only be opened on the day of opening of tender. **The 'Price Bid'** shall be opened subsequently at an appointed date and time which shall be intimated to the tenderers.

14. Agreement:

The successful tenderer shall, within 15 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given in Section-V of Part 'A' of the tender document, wherever the value of equipment ordered is more than Rs.1,00,000.00 (Rupees One Lakh). The terms & conditions contained in Section-II of Part 'A' of the tender document will be construed to be part of the agreement. Any variation in the terms & conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement should not be less than Rs.100/- which shall be borne by the successful tenderer.

15 Refund of Earnest Money:

A. Unsuccessful Tenderers

In case of unsuccessful tenderers who do not withdraw their offers before the receipt of final decision, the earnest money, if deposited by means of a Bank Draft shall be returned without interest after the finalization of tenders or after expiry of validity period of the respective offer whichever is earlier, by means of crossed cheque drawn on a scheduled bank in India payable at New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.

B. Successful Tenderers

After the successful tenderers have completed formalities as stated in Clause-3, Section-II Part 'A' the earnest money deposit shall be refunded to him

16. Forfeiture of Earnest Money :

In the event of a tenderer, whose tender is received within time, withdraws his tender before the receipt of the official decision or a tenderer whose tender has been accepted fails to (I) execute the contract (ii) furnish Security-cum-Performance Guarantee Bond or Security Money after such acceptance is made known to him, the earnest money deposited by such tenderer shall be forfeited and in the later case the acceptance of the tender shall also be revoked.

17. Validity of Offers

the tenderers shall keep their offers open for acceptance for a period of 90 days from the date of opening of the tender. In case the last date happens to be a holiday. Offers should remain open for acceptance till the next working day. Tenders with shorter validity, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

18. The Indian agents bidding on behalf of any Foreign Company should be registered with DGS&D and the proof of registration should be furnished with offer. The offer will not be accepted, if proof is not furnished.

19. One agent cannot represent two different foreign suppliers or quote on their behalf in a particular tender.
20. Repeat Order: The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be open to the Corporation to place repeat order with the supplier on the same rates and terms and conditions for quantities not more than 50% of the quantity in the initial purchase order, required during of six months period. The qty can be purchased more than 50% of initial Purchase order with the consent of supplier .
21. All the disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to settlement of disputes included in Section-II of Part 'A' of tender document. (General terms and conditions of the Contract).
22. Bid not containing , cost of tender form, requisite amount of EMD, all required information with supporting documents is liable for rejection.

SECTION-II

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Transfer and subletting

The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly, in full or any part thereof without the previous written permission of the Corporation.

2. Indemnity

The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said equipment for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, he shall notify the supplier of the same and the supplier shall be at liberty, but at his own expense, to conduct negotiations for settlement or prosecute any litigation that may arise therefrom. In the even of the Corporation becoming liable to pay any amount on any aforesaid account, the supplier shall make good the amount so payable and the expense incurred in that behalf.

3. Security deposit & performance guarantee.

A. SECURITY DEPOSIT

The supplier shall within 15 days after signing the agreement or from the date of issue of purchase order (In case agreement is not applicable) furnish security deposit with the Corporation to the extent of 10% of the contract value towards security for the due fulfilment of the conditions of the contract. The security deposit shall be furnished in any of the following manner.

- a) By means of demand draft of any scheduled Bank payable in New Delhi/Delhi in favour of National Seeds Corporation Ltd. The details of bank draft shall be informed in writing.
- b) By means of Bank Guarantee as per prescribed proforma enclosed under Section-IV of Part-‘A’ of the tender document issued by any Scheduled Bank at Delhi/New Delhi only. The bank guarantee should be accompanied by a forwarding letter by the Bank on their letter head. The Bank Guarantee shall be kept valid upto 18 months from the date of issue.

B. PERFORMANCE GUARANTEE BOND

Successful bidders are also required to furnish guarantee bond for performance of the equipment during the warranty period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished within 15 days from the date of supply of equipment.

This guarantee bond shall be in the form of Demand Draft or by means of Bank Guarantee as per proforma attached at Section-IV Part 'A' of the tender document. The Bank Guarantee shall issued by any Scheduled Bank in Delhi/New Delhi only. The Bank Guarantee should be accompanied by a forwarding letter of the banker on their letter head. The Bank Guarantee shall be kept valid for 18 months from the date of issue.

The security deposit shall not be refunded unless the performance guarantee bond stated above has been furnished. The security deposit shall be refunded after 6 months from the date of successful completion of the contract except the same is retained for non-furnishing of guarantee bond for performance of the equipment.

The balance 10% payment shall not be released unless performance guarantee bond is furnished as referred to above.

4. DELIVERY

The supplier shall undertake to complete the supply of equipment within 60 days from the date of placing of the order. No extension of delivery period beyond 60 days from the firm order or letter of indent shall be allowed to suppliers. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers unless otherwise specifically mentioned in the purchase order. The date of issue of GR by consignee unit for date of receipt shall be construed as date of receipt of the equipment for the purpose of calculating delivery period.

Place of Delivery: Place of delivery as per section II of Part "B"

5. INSPECTION

The supplier shall give atleast 10 days to the Corporation/Purchaser that the supplier is in a position to offer inspection of the equipment. The Corporation/Purchaser or his authorized nominee may carry out inspection at the supplier's works. The expenditure incurred on inspection such as TA&DA shall be borne by the Corporation. However, the supplier shall provide at its own cost all material, equipment, tools, labour and other facilities for carrying out inspection, test or examination which the Corporation/Purchaser or his nominee may consider necessary. In case supplier gives a notice and fails to offer the equipment for inspection on the date fixed for inspection, the expenditure incurred on TA&DA shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension in time of delivery.

6. **REMOVAL OF DEFECTS**

If upon inspection, any defects of whatsoever nature, are pointed out by the Corporation/ Purchaser or his nominee, it shall be the duty of the supplier to rectify the same as far as they are within the specifications mentioned in the supply order within 2 weeks from the date of communication of defects. The date of receipt after removal of defects will be construed as date of receipt for the purpose of calculating delivery period for the purpose of Clause-4 of Section-II of Part 'A'.

7. **PACKING**

The supplier shall pack the equipment sufficiently and properly to ensure its safe delivery without any loss or injury upto destination.

8. **MARKING**

The supplier shall comply with the requirements of Indian Acts relating to Merchandise and rules made there under as to marking of all the goods supplied. Equipment number will be written on the top of the two sides of every equipment. Identification number/mark will be informed separately /along with the purchase order.

9. **INSURANCE**

The supplier shall dispatch all the consignments duly insured for all transit risks according to the dispatch instructions given by the Corporation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the supplier as under:

- a) In case of indigenous supplier ' all transit risks' insurance shall be arranged commencing from their works to the warehouse of the Corporation/Purchaser.
- b) The supplier is responsible to give safe delivery of the equipment at FOR as per Section-II of Part 'B' of the tender document. For any loss/damages etc. during transit, the supplier shall have to lodge the claim with the insurers and pursue the same till its settlement.

10. **SALES TAX/VAT**

Where sales tax/VAT is claimed and provided as payable in the supply orders, payment of the same will not be made unless the following certificate is given along with the bill..

“Certified that sales tax /VAT claimed in this bill is legally payable by purchaser and has been paid/will be paid by us to the sales tax authorities. Our CST &ST/VAT registration nos. are _____.

11. **WARRANTY**

- (i) The supplier shall warrant that goods to be supplied under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of equipment ordered and in full

- conformity with the contract specifications and drawings or samples, if any, and shall operate properly and satisfactorily.
- (ii) Supplier shall provide guarantee for the satisfactory performance of the equipment in accordance with the specifications and norms fixed by the Corporation for minimum period of 12 calendar months from the date of commissioning of equipment or 18 months from the date of receipt of equipment at site, in case of indigenous and 20 months from the date of receipt of equipment at port of discharge in case of imported equipment whichever is earlier.
 - (iii) The supplier's responsibility in respect of any complaints, defects or claims shall be limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the equipment provided defects are brought to the notice of the supplier within 3 months of their being first discovered during the warranty period and in no case after one month from the date of expiry of warranty period. The warranty period for replaced parts will extend to 12 months from the date of replacement as envisaged by the warranty clauses in this agreement in respect of original supply.
 - (iv) The supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation/ Purchaser free of cost at the ultimate destination or at any other place or at the option of the Corporation/Purchaser. The supplier shall pay to the Corporation/Purchaser the value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.
 - (v) All replacements and repairs that the Corporation/Purchaser shall call upon, the supplier to deliver or perform under this warranty, shall be delivered or performed by the supplier within 60 days (promptly and satisfactorily) failing which the performance guarantee bonds shall be extended by the supplier till such time all the claims are settled to the satisfaction of the purchaser. If the supplier desires to take over the defective parts, it shall be done within 1 month from the date of replacement. Thereafter, purchaser shall not be responsible to keep the defective parts.
 - (vi) The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Corporation/Purchaser or on his behalf in any way without informing the supplier in advance. If, however, any such repair does not affect the strength, performance or reliability, the warranty shall continue to apply. Any defect caused to any party due to misuse, negligence or accident will not be covered by warranty.

12. **LQUIDATED DAMAGES**

Time of delivery stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/Purchaser, the supplier hereby agrees that the Corporation/Purchaser shall suffer damages at the rate of 2% for each week or part thereof by which delivery is delayed subject to maximum of 10% and it shall be deemed to be the actual damage suffered by the Corporation/Purchaser. The supplier undertakes that if it fails to have the

equipment delivered at site by the time specified in the order for supply, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation may withhold any payment due to the supplier until the whole of the equipment have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above.

13. **DEFAULT AND RISK PURHCASE**

- (i) Should the supplier fail to have the store ready for delivery as aforesaid, or should be supplier in any manner or otherwise fail to perform the contract or should it have receiving order made against it or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of the Chief Executive, to declare the contract at end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expense, losses or damages which the Corporation/Purchaser may be put to incur or sustain by reason of, or in connection with supplier's default.
- (ii) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract in whole or in part, they may procure upon such terms and in such manner as they deem appropriate, supplies or services similar to those so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

14. **TERMS OF PAYMENT**

1. All invoices shall be prepared in quadruplicate in favour of National Seeds Corporation Ltd., New Delhi and shall be signed by the Supplier or his authorized agent. Every invoice shall bear a certificate that the **“material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specifications and is packed in accordance with the contract requirements and further that no invoice has been preferred previously in respect of the articles charged in the particular invoice”**. The invoices shall be sent in duplicate to concerned consignees and two copies to NSC New Delhi.
2. Without prejudice to Clause 10 of Section-II of Part 'A' of the tender document, on receipt of intimation from the supplier that goods are ready for delivery, NSC shall arrange inspection of the goods. Upon approval of the goods, the supplier shall dispatch the goods. 90% of the invoice value would be paid by NSC on receipt of GR note from destination(s) e.g., invoice, packing list, challan etc. under certificate of dispatch and commissioning of equipment .
3. Balanced 10% of the invoice value, alongwith installation and commissioning charges as may be applicable, shall be paid after 30 days of the equipment put under satisfactorily trial and commissioning of the equipment.

15. SETTLEMENT OF DISPUTES

All disputes or difference in relation to the contract or the interpretation of any of its terms of implementation thereof or arising out of the or concerned directly or indirectly with the contract shall be referred to the Arbitration of a single Arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation and in the absence of CMD, highest Executive officer of the Corporation shall make such appointment. The venue of Arbitration shall be New Delhi/Delhi. If for any reason the matter has to be referred to a Court of Law, the Court of Law at New Delhi/Delhi or the Court of Law having its jurisdiction at New Delhi/Delhi only shall have jurisdiction in this matter. The arbitrator(s) shall have power with the consent of the parties to extend the time for making and publishing their award.

16. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the supplier, his agents or representatives or anyone on their behalf to any employee, representative or agent of the Corporation/ or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall, in addition to the criminal liability under the laws in force, subject the supplier's cancellation of this and other contracts with the Corporation, and also to payment to any loss resulting from any such cancellation to the extent as is provided in case of cancellation under Clause No.13 'DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amounts so payable from any money otherwise due to the supplier under this or any other contract.

- 17 **It is understood and agreed by the supplier that the prices charged for equipment / supplies under the contract shall under no circumstances exceed the lowest price at which the supplier sell the equipment of identical specification to any other state /central Govt / public Sector undertaking during the period of the contract .**

SECTION-III

TENDER FORM

TO

The General Manager (Engg),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

Sub: Tender No. _____ for supply of _____

Sir,

- i) I/We _____ have read the tender documents as issued by National Seeds Corporation Ltd., (hereinafter called Corporation) and hereby agree to abide by the said instructions, terms and conditions except to the extent specified by me/us in the attached sheet marked 'A'.
- ii) I/We also agree to keep the offer contained in the tender open for acceptance for a period of 90 days from the date fixed for opening the same.
- iii) I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on mutually accepted rates, terms and conditions for any additional quantities likely to be required during this period.
- iv) I/We offer to supply the equipment as detailed below in the schedule attached herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 60 days from the date of placing of order.
- v)

Bank Draft No. _____ dated _____ for Rs. _____ (Rupees _____) drawn in the Name of National Seeds Corporation Ltd., New Delhi towards payment of the earnest money, enclosed.

OR

By Bank Guarantee No. _____ for Rs. _____ (Rupees _____) as per proforma given in Section-IV of Part 'A' of the tender documents.

- c) We are Small Scale industry under MSME registered with District Industries Center(Govt . Of India) for item _____ under single point registration scheme after _____ (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____
- vi) The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

I/we withdraw the offer before a final decision of the tender is taken, provided that such a withdrawal is made within 90 days from the opening date of tender.

I/we do not execute the contract document/agreement within the stipulated period after acceptance of my/our tender will be known to me/us.

- vii) Until a formal agreement is prepared and executed, acceptance on this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work. Valid on _____
- viii) I/we have read the arbitration clause in Section-I & II of Part 'A' of tender document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under these agreement clauses.
- ix) This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this tender or subsequently.
- x) Company profile and equipment profile as per prescribed proforma given in Annexure 'A' & 'A1' of Section III of Part 'A' of the tender document is kept in a separate cover marked '**Technical Bid**'. Rates are quoted in the prescribed format given in Annexure 'B' of Section III of Part 'A' of the tender document and is kept in the separate cover marked '**Price Bid.**'
- xi) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical bid.
- xii) I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted in the separate cover marked '**Technical & Price .**'

(Signature & Stamp of Tenderer)

SECTION –III

Annexure-A

(To be submitted to NSC in the envelope marked 'Technical Bid')

FORM FOR TECHNICAL BID (Profile of the Company)

To
General Manager (Engg)
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

From:
.....
.....
.....
.....

Sir,

Profile of our Company is as under:

1.1. Constitution or legal status of Bidder (Attach Copy)

- ❖ Place of registration: _____
- ❖ Principal place of business: _____
- ❖ Power of attorney of signatory of Bid (Attach)

1.2 Work performed as prime supplier on works of a similar nature over the last three years.

Year	Name & Address of Purchaser	Description of Machine	Purchase Order No. & Date	Value (Rs.in lakhs)	Stipulated period of Completion	Actual date of Completion	Remarks explaining reasons for delay and work completed.
1	2	3	4	5	6	7	8

- ❖ Attach copies of Purchase Orders.

1.3 Information of Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

Description of machine	Place and State	Contract No. & Date	Name & Address of Purchaser	Value of Contract (Rs.)	Stipulated period of completion	Value of remaining to be completed	Anticipated date of Completion
1	2	3	4	5	6	7	8

(B) Past works for which bids already submitted.

Descript ion of machine	Place and State	Tender No. & Date	Name & Address of Purchaser	Stipulated period of completion	Date when decision is expected	Remarks, if any.
1	2	3	4	5	6	7

* Attach supporting documents.

1.4 Capabilities with respect to personnel, equipment and manufacturing facilities

1.4.1 Availability of infrastructure.

Name of the Building	Size (Sq.Mtr.)	Type of Structure
1	2	3

1.4.2 Availability of Equipment.

Item of Equipment	Available No. Capacity	Owned/leased/to be procured	Nos/Capacity	Age/Condition	Remarks (From whom to be purchased)
1	2	3	4	5	6

1.4.3 Availability of Personnel

Type of Employee	No.	Qualification	Experience
1	2	3	4

1.5 Qualification and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualification	Years of Experience (general)	Years of experience in the proposed position.	Cotact No.
1	2	3	4	5	6

1.6 Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports (in case of companies/Corporation) etc. List them below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit etc. List them below and attach copies of support documents.

1.8 Name, postal & e-mail address , telephone, mobile and fax numbers of the Bidders' banker who may provide references if contacted by the NSC. Bank account and IFS code No.

1.9 Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

- 2.0 An affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not black listed by Govt. Deptt./Public Enterprises/Govt.Undertaking.**
- 2.1 An effedevit on Rs.100/- Non-judicial stamp paper for fulfillment of clause No.17 of Section-II.**
- 2.2 List of users with complete address , contact number and name of contact person whom bidder has supplied equipment of identical specification in last three years.**
- 2.3 Details of legal and mandatory information with supporting documents like sale tax registration in State & contact, Govt. Income tax Pan No. and two years Income tax return, factory lisencc, Central Govt approval of weight and measures manufactured ,Manufacturing license from State Weights and Measures Deptt etc .**
- 2.4 Each & every page of Tender's terms and conditions & specification should be dully signed & stamp .**
- 2.5 Any other information in support of Tender which bidder wishes .**

(Signature & Stamp of Authorized Signatory)

SECTION-III

ANNEXURE-A-1

(To be submitted to NSC in the Envelope marked 'Technical Bid')

**(FORM FOR TECHNICAL BID)
(EQUIPMENT PROFILE)**

To

From

General Manager(Engg)
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

.....
.....
.....

Sir,

TECHNICAL SPECIFICATION OF OUR EQUIPMENT IS AS UNDER:

NAME OF EQUIPMENT :
MODEL NO. :
AVERAGE THROUGHPUT CAPACITY :
APPLICATION :
SPECIFICATION (Complete with details) :

MATERIAL OF CONSTRUCTION :

CONSTRUCTIONAL FEATURES :
ALONG WITH LEAFLETS &
DRAWINGS :
OTHER DETAILS, IF ANY :

Layout plans should be attached with the bid

Enclosures:

SIGNATURE & STAMP OF TENDERER

SECTION-III

Annexure-B

(It is to be submitted to NSC in the envelope marked 'PRICE BID')

FORMAT FOR PRICE BID

Amount in Rs.

S N	Equipment	Item	Unit ex- work price	Excise Duty	Packing & forwardin g charges	Transportat ion charges	Sales Tax against Form 'C'	Other taxes if any	Transit Insuran ce	F.O.R. site price With all taxes (sum of sl.no.4 to 10)	Installat ion ,Commis sionin g and Trainin g Charge s
1	2	3	4	5	6	7	8	9	10	11	12
		Complete equipment with Accessorie s Spare parts for one year operations, if any. Accessories which are not included above but essential									

Signature of tenderer

Stamp

Note: Loading and un-loading will be borne by supplier and rates are F.O.R. sites including all taxes

SECTION-IV
COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT
AND PERFORMANCE GUARANTEE BOND BY THE BANK

This Bank guarantee executed on thisday of 2006by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favour of the Chairman- cum- Managing Director, National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-12 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the supplier) which expression shall include his successors and assigns.

“WHEREAS under the terms of supply of equipment etc. under this Corporation’s supply/ Purchase Order NO.....dated Placed with the suppliers, supplier has warranted about the specifications and performance of the equipment supplied under the Corporation’s order’.

OR

“WHEREAS under the terms of the contract for the supply of equipment etc. under this Corporation’s Agreement No.....dated..... entered into between the Corporation and the suppliers, suppliers had warranted about the specifications and performance of the equipment under the contract’.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain 10% of the price of the equipment till 3 months after the period the warranty expires.

AND WHEREAS the supplier is desirous of getting the said 10% price from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee bond backed by the Bank.

AND WHEREAS the bank agreed to give the bank guarantee in lieu of the 10% price and be guarantor for the performance guarantee bond.

NOW THEREFORE, this guarantee witnesseth and the Bank hereby agrees guarantee.

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the supply order and the Corporation declares that the Supplier has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Supplier.
2. The Supplier has warranted to the Corporation as follows.
 - i) The supplier warrants that the goods supplied under this contract/order are free from all defects and faults in material, workmanship and manufacture and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of equipment ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.
 - ii) The supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 12 calendar months from the date of commissioning of equipment or 18 months from the date of receipt at the site whichever is earlier.
 - iii) The supplier’s warranty in respect of any complaints, defects and/or claims limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to/or arise from faulty workmanship or material or design in the manufacture of the equipment, provided defects are brought to the notice of the supplier within 3 months of their being first discovered during the warranty period and in no case after one month from the date of expiry of aforesaid warranty period. The warranty period for replaced parts will extend to 12 months from the date of replacement as envisaged by the warranty clause in this agreement/ order in respect of original supply.
 - iv) The supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at the option of the Corporation, the supplier shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.
 - v) All replacement and repairs that the Corporation shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier as quickly as possible but in no case later than one month failing which the performance guarantee bond shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.

- vi) The warranty of the supplier shall not apply to any material which would have been repaired or altered by the Corporation or on its behalf in any manner without informing the supplier in advance, if however, any such repair does not affect the strength performance or reliability the warranty shall continue to apply. Any defect caused to any part due to misuse, negligence or accident will not be covered by warranty.
- 3. If the supplier commits any breach of the terms relating to warranty and the supplier becomes liable to the forfeiture of the 10% of the bank guarantee or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demur and amount of bank guarantee stated above, without making a reference to the supplier.
- 4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said supplier has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the supplier has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the supplier and the bank.
- 5. The bank further understand that it shall not be necessary for the Corporation to proceed against the supplier before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.
- 6. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank herein.
- 7. Notwithstanding anything, contained herein before the liability of the bank under this guarantee is restricted to Rs..... The guarantee of the bank shall remain into force upto 21 months from the date of execution of this Bank guarantee or till 3 months after the expiry of warranty period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

1. Witness

2. Witness



Here fill the name and full address of the Bank



Here fill the Name and full address of the tenderer.

SECTION-V

AGREEMENT FORM

AGREEMENT NO.....

This agreement is made on thisbetween the National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (hereinafter called the 'Supplier' which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the 'Corporation' with the intention of purchasing seed processing equipmentary and related equipment invited offers vide Tender No..... its own behalf (hereinafter called the 'Purchaser')

AND WHEREAS the supplier submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Purchase Order NO.....dated..... with supplier, for the supplies of equipment as per specifications, quantities and number mentioned in schedule of this agreement and in purchase order no..... dated.....

AND WHEREAS the Corporation and the supplier have agreed to all the terms & conditions as contained in Section-II of Part 'A' of the tender document for Tender No..... which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase No. of equipments and equipments with specifications and details as mentioned in Purchase Order.

Settlement of Disputes

_____All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising our of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that the such arbitrator had dealt with the matter at any earlier stage. If the claims involved in a dispute are of more than Rs.1.00 lakh, the arbitrator shall make a speaking award.

No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribed their signature on the date and year herein above written through authorized representatives.

For and on behalf of the supplier

For an on behalf of the
National Seeds Corporation Ltd.
New Delhi-110012

Witness

- 1.
- 2.
- 3.

Witness

- 1.
- 2.
- 3.

PART- B

SECTION-1
TECHNICAL SPECIFICATIONS

	Item	Specification	Qty.						
1.	Weigher Bagger System Complete with common matching V.B.Elevator, Surge-bin(s), and Bag-closer with Conveyor and Bag-sealing system .	<p>Automatic Weigher-Bagger(enclosed against dust ingress), approved by Weight & Measures Regulatory Authority, Easy clean-out facilities, Mounted at a convenient height to accommodate the longest 1.00 m bag, with adjustable height bag-platform, user-friendly, digital LED display of seed weight, input voltage, current, etc. for two under mentioned range of packing and control panel system, for following weighing range and capacity-</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;"><u>Weighing Range</u></td> <td style="text-align: left;"><u>No.of bags per Min.</u></td> </tr> <tr> <td>1 kg to 5 kgs</td> <td>4 or more</td> </tr> <tr> <td>10 kg to 50 kgs</td> <td>3 or more</td> </tr> </table> <p>(i) Bag closing machine with Conveyor: Bag closing machine suitable for double threaded stitching of Jute canvas/HDPE/Cloth bags upto 50 kg. filled with crop seeds. Stitching speed-10 meters per minute, Height of sewing head adjustable from 0.25 m to 1.00 m to accommodate different sizes of bags. Conveyor belt system with minimum 3 m length and 0.3 m width, Conveyor should also have bags support system and BIS marked complete with all standard features operable with tropicalized electric motor(s) operating on 220/440 V, single/three phase, 50 Hz.AC power support.</p> <p>(ii) Automatic Sealing machine: Automatic sealing machine with all standard features and capable to form the seal from HDPE/Plastic granules to seal the bags supplied by the conveyor or alternative method of sealing. Sealing should have NSC/SSCA monogram embossed.</p> <p>The offer should include the above with suitable holding bin of atleast 4 MT capacity, divided in two portions, of two MT each and V.B.Elevator(10 TPH) of adequate height with bye passing arrangement and provision to use common elevator for the two bins and independent bag-closer with conveyor</p>	<u>Weighing Range</u>	<u>No.of bags per Min.</u>	1 kg to 5 kgs	4 or more	10 kg to 50 kgs	3 or more	21 nos.
<u>Weighing Range</u>	<u>No.of bags per Min.</u>								
1 kg to 5 kgs	4 or more								
10 kg to 50 kgs	3 or more								

SECTION-II

DISPETCH DESTINATION

S.No.	Destination	Qty
1	SHRI RAMVEER SINGH, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED DEVENDRAPURA, MAURANIPUR ROAD, NIWARI-472442 DISTT.TIKAMGARH	One complete system
2	SHRI C.NANDAKUMAR REDDY AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED DEVIHOSUR VILLAGE & POST, HAVERI-581110	One complete system
3	SHRI M.SAMBI REDDY, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED NO.732-A, GUGGARAHATTI, BELLARY-BANGALORE ROAD, BELLARY-583102	One complete system
4	SHRI K.C.SHARMA, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED C-25, FOCAL POINT, BY PASS, JULLUNDHAR-144004	One complete system
5	AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED BEHIND ITI KANJICODE WEST(PO) PALAKKAD-678623 KERALA	One complete system
6	SHRI A RAJ KUMAR AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED 16/1, WILLIAMS ROAD, CANTONMENT, TRICHY-620001	One complete system
7	SHRI RAIS ABBAS, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED ABOHAR ROAD, INDL.AREA, SRIGANGANAGAR-335001	One complete system
8	SHRI S.P.SINGH AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED INDRAPRASTHA INDL. AREA, KOTA-324005	One complete system
9	SHRI R.P.TYAGI, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED A-12-13, INDL.AREA, BHARATPUR-321001	One complete system
10	SHRI RAJVEER SINGH, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED PLOT NO. B-17, UPSIDC INDL. AREA, MATHURA ROAD, SIKANDRA, AGRA-282007	One complete system
11	SHRI S.L.BAJPAI, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED 165, CIVIL LINES, BAREILLY-243001	One complete system
12	SHRI A.N.SINGH AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED PADRI BAZAR, NEAR VISHWANATH COLD STORAGE, GORAKHPUR-273007	One complete system
13	SHRI M.S.RAWAT,	One complete system

	AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED PO RTC HEMPUR(VIA KASHIPUR) DISTT. US NAGAR-244716	
14	SHRI M.L.SHARMA AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED PLOT NO.D-25, SITE NO.1, PANKI INDL. AREA, KANPUR-208022	One complete system
15	SHRI DESH DEEPAK, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED WESTERN KACHEHRI ROAD, ,MEERUT-250001	One complete system
16	SHRI J.N.SINGH AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED 80, GANDHI NAGAR, VARANASI-201001	One complete system
17	SHRI C.S.YADAV, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED F-8/2, MIDC AREA NAREGAON ROAD, CHIKALTHANA, AURANGABAD-431210	One complete system
18	SHRI U.K.HOLLA AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED 3 & 4 INDL. ESTATE, KURNOOL-518003	One complete system
19	SHRI P.ESWARA RAO AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED MADIKONDA, WARANGAL-506142	One complete system
20	SHRI S.V.N.REDDY, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED KOIKUNTKLA ROAD, NOONEPALY, NANDYAL-518503, DISTT.KURNOOL	One complete system
21	SHRI Y.VISWANATHAM, AREA MANAGER NATIONAL SEEDS CORPORATION LIMITED AUTONAGAR, POST GUNTUR-522001.	One complete system