

# NATIONAL SEEDS CORPORATION LIMITED

## राष्ट्रीय बीज निगम लिमिटेड

(A Government of India Undertaking)

**Regional office: Secunderabad**

CIN: U74899DL1963GOI003913



## (COMPETITIVE BIDDING)

### TENDER DOCUMENT FOR RELOCATION OF CENTRIFUGES, ELEVATOR & DG SET AT NSC, NADYAL

**LAST DATE&TIME FOR RECEIPT OF BIDS. : UPTO 2:00 PM ON 15.02.2019**

**DATE & TIME OF OPENING OF BIDS. : UPTO 2:30 PM ON 15.02.2019**

**NATIONAL SEEDS CORPORATION LIMITED**  
(A Government of India Undertaking)  
**SECUNDERABAD 500 017**

[rm.secunderabad@indiaseeds.com](mailto:rm.secunderabad@indiaseeds.com)

No. ENGG 1(2)/R&M-NDL/NSC-HYD/2018-19/

Dated: 01.02.2019

**Section-A**

**NOTICE INVITING TENDER**

**E-tenders** are invited from Reputed / Experienced companies, authorised servicer dealer, Experienced Engineer/ Technician well-versed with seed processing plant management & private firm who engaged in seed machinery manufacture works for Relocation of Centrifans, Rejection collector Elevator, DG Set & Accessories from North side to South side of processing plant at NSC, Nandyal:-

S. No.	Location	Work Scope	Time Period	EMD	Estimated Value of work
1	NSC, Nandyal	1. Relocation of Centrifans, 2. Relocation of Elevator 3. Relocation of DG Set & Accessories with civil & Electrical work	2 Month	5000/-	7.5 Lakh

Tender documents containing tender forms, specifications, terms and conditions can be downloaded from NSC website [www.indiaseeds.com](http://www.indiaseeds.com) or NSC Procurement Portal <https://indiaseeds.eproc.in> the bidders shall have to pay **Rs. 200/-** (Rupee Two hundred only) (non-refundable) for the cost of tender by online along with the bid.

**Before applying the tender Site visit for Tenderer/Party is Mandatory. If applied without site visit, objection if any will not be entertained.**

**(M. Venkat Sudhakar)**  
**Regional Manager**

**SECTION - I**  
**INSTRUCTIONS TO TENDERER**

**1. ADVICE FOR TENDERERS:** - The tenderers are advised in their own interest to carefully read the tender document and understand their purpose unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions, as have been laid down in the tender document.

**2. ELIGIBILITY CRITERIA:** - The criteria as fixed as per the required documents in Section.III.

**3. SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in the tender document. **Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.**

**4. Period:** - The work shall be completed in 2 months from the date of issuing work order. No further extension period will be given without prior approval of regional Office. In case of liquidated damages, Corporation reserve the rights to forfeit the EMD and security amount.

**5. QUOTATION OF PRICES:** - **A) Tenderer shall give the rates per unit in words as well as in figures.** There should be no alternations or over-writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Supplier. Any correction not attested in any tender form will lead to rejection of the Tender.

**B) The rates should be quoted for the offered items on the basis of Relocation of Centrifans, Rejection collector Elevator with Dust Bin, DG Set & accessories including all Charges like GST, Labour Charges, Material Charges, Machinery hiring Charges and any other charges including civil works.**

**6. EARNEST MONEY:** a) Each offer should essentially be accompanied by Earnest Money of **As per given in Section-A** by way of Online Payment/Demand Draft drawn of Nationalized Bank in favour of "NATIONAL SEEDS CORPORATION LIMITED" payable at Secunderabad. This Earnest Money Deposit is required irrespective of the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. The EMD shall not be entitled for any interest amount payment whatsoever. **CHEQUES WILL NOT BE ACCEPTED.**

**(b) Indian manufacturers/firm/dealers who are Micro Small Medium Enterprises (MSME), Small Scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30<sup>th</sup> June, 1981 only.**

**OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME )SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.**

**7. FORMAT AND SIGNING OF TENDER: -**

**(a) Tenderer** are required to submit their tender as per the prescribed proforma given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and corporation, shall be written in the English language. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered consequentially and** shall be signed by the tenderer or a person or person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

**(b)** All pages of the Tender except for un-amended printed literature shall be initiated by the person or persons signing the Tender with stamp.

**(c)** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the bid.

**8. PROCEDURE FOR SUBMISSION OF TENDER: -**

**Technical Bid** shall include technical specifications of quoted item, duly filled Tender Form –Section-III , Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of tender document , requisite EMD, profile of the company as Section-III along with documents as per the check list and other document if any in support of offer. All papers should be initialled with stamp by the person or persons signing the bid.

**Financial Bid** containing of prices as per Section-IV of the tender document.

**9. MODIFICATION AND WITHDRAWAL OF TENDER: -** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

**10. OPENING OF TENDER: -** The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Secunderabad. The **Technical Bid** shall be **opened on the date of opening tender** and **Financial Bids** of tender only be opened based upon an examination of the documentary evidence submitted in **Technical Bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**.

**11. CLARIFICATION OF BIDS:-** To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

**12. FORFEITURE OF THE EARNEST MONEY:** - Earnest Money may be forfeited.

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.

(b) In case of a successful Tenderer, if tenderer fails:

- (i) To sign the contract in accordance with clause no 20(A) Section I, or
- (ii) To furnish security deposit in accordance with clause no. 20(B) of section, I.

**13. DISPUTES or DIFFERENCES:** - All 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.

14. **VALIDITY OF OFFER:** The tenderer shall keep their offers open for **acceptance for a period of 60 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day.

15. **AWARD CRITERIA:** - the Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**16. CORPORATION'S RIGHT TO VARY work AT TIME OF AWARD:** - The Purchaser / Corporation reserve the right at the time of award of contract to restrict as per requirement without any change in price or other terms & conditions.

**17. Corporation's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** - The Purchaser/Corporation reserves the right to accept or reject any tender and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.

**18. NEGOTIATION:** - There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

**19. SPLITTING OF ORDERS:** - The Purchaser /Corporation may decide to split the order among two or more tenderer according to exigencies of the cases at L-1 rate.

**20. CONTRACTS:**

(a) **SIGNING OF CONTRACT:** - The successful tenderers within 5 days from date of issue the Job Order shall **submit acceptance Letter to corporation.** The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed by the Corporation will be part of the tender.

(b) **SECURITY MONEY:** - The security amount of **Rs. 5000/-** deposit to corporation by mode of online or DD form.

Failure of the successful tenderer to comply with the requirement of work shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

**21. REFUND OF EARNEST MONEY:-**

(A) **Unsuccessful tenderer:** In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money 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 RTGS/ crossed cheque drawn on a scheduled bank payable in Secunderabad

and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

**(B) Successful Tenderers:**

**(i)** The successful tenderer shall deposit the security money .

**NOTE: Duly signed with stamp on each & every page of Section I i.e. "Instruction to Tenderer" to be placed in the Technical Bid.**

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## SECTION - II

### TERMS AND CONDITIONS OF THE TENDER

#### Scope of work:-

1. Construction of structural platform for Centrifans Steel Stand.
  2. Construction of platform for DG set and elevator stand.
  3. Re-orientation of Electrical accessories.
  4. Fitting GI pipe for re-routing.
- **Please visit site to understand the scope of works.**
  - **After completion of work, tender have to give satisfactory trial run certificate of machinery to the corporation.**
  - **Payment will be released after successful completion of work and trial run of machine**

**1. Transfer and subletting:** -Tenderer shall not transfer, assign or sublet the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

**2. Indemnity:-** The tenderer shall at all times indemnify the Corporation against all claims which may be made in respect of the said items 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, the Corporation shall notify to the tenderer of the same and the tenderer shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the tenderer shall make good the amount so payable and the expenses incurred on that behalf.

#### **3. Settlement of disputes:**

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract/tender shall be referred to the Sole arbitrator to be appointed by the **Chairman-cum-Managing Director of the Corporation/ purchaser** 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 the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

The arbitrator shall have powers to enlarge time for making & 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 arbitrator had dealt with the matter of any earlier stage.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award

of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

#### **4. Refund of Security Deposit:**

The Security Deposit will be discharged by the Corporation and returned to the Tenderer following the date of completion of the Tenderer performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

#### **5. Corrupt Gifts & Payments of Commission:**

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, Tenderer, Supplier's agent or 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 Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

#### **OTHER TERMS AND CONDITIONS:-**

- The submitted tender will be opened at NSC, SECUNDERABAD.
- 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. NSC further reserves the right to award contract/issue the order for supply to more than one tenderer.
- The tenderer shall be responsible for State Sales Tax/Central Sales Tax/GST and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.



**SECTION-III**

**TENDER FORM**

**NATIONAL SEEDS CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
REGIONAL OFFICE SECUNDERABD**

**TECHNICAL BID / COMPETENCY DETAILS:**

S. No.	Details	
1.	Name of tender	
2.	Address	
3.	E-mail	
4.	Phone Number	
5.	Pan No	
6.	GST No.	
7.	EMD	

8. List of Enclosures: Tick (√) Certificates enclosed.

Copy of valid GST Certificate.

Photo Copy of Pan Card.

Power of Attorney Certificate in case Partnership Firm / Company.

Above information is true to our knowledge and belief.

Signature of Tenderer :

Stamp

Date: \_\_\_\_\_

**Check list of enclosures for Technical Bid:**

- EMD.
- Certificate of registration of the firm.
- Partnership Deed if Partnership firm.
- A copy of PAN No.
- Copy of GST Registration No.
- MSME registered with NSIC Certificate with proper validity for item of rate offered.
- Other document if any in support of the tender.
- Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.

**Note: - In absence of any above document, tender may be considered for rejection.**

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**Section-IV**

**FINANCIAL BID**  
(Form for offer by tenderers)

From:

M/s. ....

.....

To:

**Regional Manager,  
National Seeds Corporation Ltd.,  
SECUNDERABAD**

Sir,

With reference to your enquiry/ advertisement in .....on dated..... we hereby quote our Most competitive offer for below given work as per tender terms.

. The particular of offer are given below:

Work	Rates For work including all taxes & charges	
	Rs, (In Figures)	Rs, (In Words)
Relocation of 1. Centrifans 2. Elevator with accessories 3. DG Set & Accessories with civil & Electrical work including trial run of Fowler Westrup Processing machinery		

Yours Faithfully

Signature

Dated:

Place:

(Complete address): .....

Phone No: .....

Fax No.: .....

E-mail : .....

Seal

## PROCEDURE UNDER E-TENDERING

### INSTRUCTIONS TO APPLICANTS

#### DEFINITIONS:

- a. **C1 India Private Limited:** Service provider to provide the E-Tendering Software and facilitate the process of e-tendering on Application Service Provider (ASP) model.
- b. **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited ("NSCL") introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal ("RFP").

#### 1) ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NSCL.
- (ii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC's.
- (iii) DSC Procurement request may be sent to [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com) for more details during NSCL working days.
- (iv) To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable **annual registration charges of Rs. 3416/- inclusive of all taxes**. Bidder can pay registration fee through online mode (Debit Card/Credit Card/Net Banking) or Demand Draft in favour of M/s **C 1 India Private Limited** payable at Gurgaon with any scheduled bank only. Validity of Registration is 1 year.
- (v) After making the payment, Vendors have to send email intimation to Helpdesk for their profile activation. The account will be activated within 24 hours. In case the payment is not received within 7 days, the bidder login id will be blocked / barred from the tender.
- (vi) All profile activations will be done only during NSCL working days.
- (vii) No profile activation will take place during NSCL Holidays & gazetted holidays.

#### Following may be noted and to be communicated to the bidders through Tender Document -

- a) Applications can be submitted only during the validity of registration with the NSCL E-Tendering Portal being managed by C1 India Pvt. Ltd. i.e. <https://indiaseeds.eproc.in>
- b) The amendments/ clarifications to the tender, if any, will be posted on the NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>).
- c) To participate in bidding, bidders have to pay **Tender Application Fee** Rs. 200/- (**non-refundable**) and **EMD Rs As per section-A(refundable)** as per the amount mentioned in the tender document through online mode through Credit Card/ Debit Card/ Net Banking/ NEFT/RTGS after generating E-chalan from <https://indiaseeds.eproc.in>.(NEFT/RTGS only available for EMD)

- d) Both 'EMD' and 'Tender Application Fee' are mentioned in individual tender document as published at NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>)
- e) To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/- inclusive of all taxes** (non-refundable) through online mode only (Credit Card/Debit Card/ Net Banking).
- f) For helpdesk please contact **Help Desk Support**.

## 2) **PREPARATION & SUBMISSION OF APPLICATIONS:**

- a) Detailed RFP may be downloaded from NSCL e-tendering portal and the Application may be submitted online following the instructions appearing on the screen.
- b) Vendor can pay tender document fee Online through Internet Banking/ Debit Card/ Credit Card.
- c) **Tender Processing Fee of Rs 570/- (Five Hundred and Seventy Rupees only) inclusive of all taxes** shall be paid to C 1 India Private Limited Online only.
- d) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

## 3) **MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- a) The Bidder may modify, substitute or withdraw its e- bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- b) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- c) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- d) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

## 4) **OPENING AND EVALUATION OF APPLICATIONS:**

- a) Opening of Applications will be done through **online process**.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date i.e. in the presence of the Applicants who choose to attend. This Authority will subsequently examine and evaluate the Applications in accordance with the provisions set out in the RFP.
- c) The Financial Proposal will be opened of the applicants. The date of opening of Financial Proposal will be notified later on.

### **DISCLAIMER**

The Applicant must read all the instructions in the RFP and submit the same accordingly.