

NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
REGIONAL OFFICE - BANGALORE
KARNATAKA560024

No.1 (2)/NSC-BNG-ENG/Mech-SCM/RCR

Date: 16.01.2020

N I T NO. NSC/BNG/2020/01

National Seeds Corporation Ltd. Regional Office Bangalore invites quotation from reputed Manufacturers / Suppliers / Authorized dealer for **Supply Installation and Commissioning of "Mobile elevator for seed coating machine" Turnkey Basis** as detailed below:-

| SI. No. | Name of Machinery | Capacity | Req. Qty. (In nos.) | EMD (In Rs) | Cost of Tender Document (In Rs) |
|---------|--|----------|---------------------|---------------|-----------------------------------|
| 1. | Mobile Elevator for Seed Coating Machine | 1 TPH | 01 | Rs.5000/- | Rs.500/- |

1. Tenderers participating in Tender should be submitted EMD amount along with cost of tender document.
2. The eligibility criteria for participation in the tender are given in the tender document.
3. Interested Tenderers can download the tender documents on NSC website: www.indiaseeds.com. from 16.01.2020 onwards.
4. The Tenderers has to submit in two separate covers super scribe as 'Technical bid' and 'Financial bid' at NSC Regional Office, UAS Campus, Near Railway gate, Hebbal, Bangalore(Karnataka) 560024.
5. Technical Bid will be opened on 06.02.2020 at 15.00 Hrs. After evaluation of technical bid, the financial bids of all technically eligible parties will be opened.
6. Tenderers should submit both Technical bid and Financial bid strictly as per instructions given to the tenderers in the tender documents.
7. Tenders not accompanied with requisite amount of EMD & Tender Cost and not submitted as per instructions contained in the tender document are liable for rejection.
8. Micro Small Enterprises (MSEs) registered with NSIC for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnishing documentary proof in support of their claim along with their request.
9. STARTUP companies are eligible to avail benefits as per DIPP Office Memorandum no. F-20-2/2014-PPD (Pt) dated 27-08-2017 in respect of turnover and experience while submitting written request along with supporting documents.
10. NSC reserves the right to accept or reject any one or all tenders without assigning any reason thereof and the right for evaluation and decision based on tender submitted on line. Any further Corrigendum (s) to this tender shall be published only on our website.

Last date and time for receipt of Bids : **Upto 13.00 hr. on 06.02.2020**
Date & Time of Opening of Bids : **At 15.00 hr. on 06.02.2020**

REGIONAL MANAGER
NSC REGIONAL OFFICE
BANGALORE

INSTRUCTIONS TO TENDERER

1. **ADVICE FOR TENDERS:** -The bidders are advised in their own interest to carefully read the tender documents and understand their purport 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:** - Tenderers interested to quote against this tender must quote for complete supply and installation of “Mobile elevator for seed coating machine” on turnkey basis as per specification given in ‘ANNEXURE-I’. EMD of Rs.5000/- by way of demand draft in favour of NSC Limited payable at Bangalore should be attached with the Technical bid.
3. **SUBMISSION OF BIDS:**
 - A. **TECHNICAL BID:** - ‘Technical bid must be submitted in the sealed cover & super scribed on the cover as ‘Technical bid, in the prescribed tender form provided in ‘ANNEXURE-II(A)’ of the tender document. The technical should accompany DD for Rs.5000/- as EMD and without an EMD the tender will be rejected. The Tenderers may attach additional sheets to the tender form wherever detailed description is necessary. **Only that party should tender who accepts all the terms & conditions. No conditional tender is accepted.**
 - B. **FINANCIAL BID:** Financial bid must be submitted in the sealed cover & super scribed on the cover as ‘Financial bid, in the prescribed tender form provided in ‘ANNEXURE-II(B)’ of the tender document. The quoted rates are to be written clearly in numbers as well as in words. Financial bids with overwriting or not clear to read will be rejected.
4. **DEVIATION IN SPECIFICATION:** - Normally no deviation from the specification laid-down will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to what respect and to what extent the item offered by them deviate from the specification even though deviation may be minor and how it will meet requirement.
5. The tenderers are required to provide their tender with complete specifications for “Mobile elevator for seed coating machine” to be supplied to compare tenders and assess the performance of the material. Salient features of any additional accessories fitment etc. may be clearly specified with detailed list of tools etc.
6. **DELIVERY OF GOODS:**-The delivery is to be made within 25 days of the confirmed order. The rate quoted is inclusive of transport (loading & unloading) and installation.
7. **LANGUAGE OF BID:-** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchange by the Bidder and Purchaser shall be written in English/Hindi Language. Only English language has to be used when the details are technical. The supplier shall bear all cost of translation, if any, to the English/Hindi Language and bear all risk of the accuracy of such documents provided by the suppliers.
8. **ACCESSORIES & FITTINGS:-**

The tenderer should indicate the followings separately in summary form:
Accessories and fittings which are standard with the “Mobile elevator for seed coating machine” as well as such of the accessories/fittings which though not considered standard, are included in the scope of supply and included in the price bid.
9. **QUOTATION OF PRICES:** - Tenderer shall give final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender.
 - a) The rates should be quoted for the offered items **on the basis of F.O.R. Destination inclusive of all taxes & Duties, Packing, Forwarding, Insurance charges etc.** The destinations are specified in ANNEXURE-III. Tenderer should indicate their GST registration number.
10. Bidder is to educate the corporation staff and give satisfactory test and trial run of “Mobile elevator for seed coating machine” supplied at NSC Raichur.

11. EARNEST MONEY

- a) **Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme:** Indian manufacturers/suppliers who are **Micro Small Enterprises(MSE's) and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to 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 30th June, 1981 only.

The MSE units claiming exemption of Tender cost/EMD should submit MSME UDYOG ADHAR MEMORANDUM along with registration certificate issued National small industries commission (NSIC). The memorandum/certificate shall clearly indicate the monetary limit and shall be valid as on due date/extended due date of the tender. Also it should cover the items tendered to get EMD/Tender fee exemptions

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'a' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSM's) 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.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with paras **13.a** above will be rejected by the purchaser as non-responsive.

12. **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.
13. **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
- (b) In case of a successful Tenderer, if tenderer fails:
- i. To sign the contract in accordance with clause no. 21 (a)
 - ii. To furnish security deposit in accordance with clause no. 21 (b)
14. **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 ANNEXTURE-IV of tender document i.e. General terms and conditions of the contract.
15. **VALIDITY OF OFFER:** - The tenderer 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 shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.
16. **Foreign Company:** - The Indian agents bidding on behalf of any Foreign Company should be registered with GeM and the proof of registration should be furnished with offer. The offer will not be accepted if proof is not furnished. One agent cannot represent two different suppliers or quote on their behalf in the tender.
17. **AWARD CRITERIA:** -Subject to Clause NO. 16, The purchaser/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.

18. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:- The Purchaser/Corporation reserves the right to accept or reject any or all Bids , and to annul the tendering process and reject all Bids 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.

19. 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.

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 opened to the Purchaser/Corporation to place repeat order with the supplier on the same rates and same terms and conditions for quantities not more than 50% of the quantity in the initial purchase order. Repeat Order can be exceeded more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier.

21. CONTRACTS:-

- a) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of supply order shall furnish security deposit @ 10% of the value of the supply order for execution of order, and there after performance of the Machine including warranty period. The security money shall be furnished in the form of Composite bank Guarantee or deposit of equal amount with NSC Bangalore
- b) Failure of the successful tenderer to comply with the requirement of clause 21 (a) & 22 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

22. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited 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 New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission if any for encasing the same.

(B) SUCCESSFUL TENDERERS: - **(i)** The successful tenderers shall sign agreements as per the format given in ANNEXTURE- II (C) of the tender document and shall deposit the security money within 15 days from the date of issue of supply order,

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

GENERAL TERMS AND 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 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 (loss/damage cost / expenses penalty/charges/fees including legal /attorney expenses) which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark , breach of any terms and condition of the contract, non-compliance of any applicable law, negligence, fraud, misrepresentation or any act on omission provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark breach of any terms and condition of the contract, non-compliance of any applicable law, negligence, fraud, misrepresentation or any act on omission being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier 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 supplier shall make good the amount so payable and the expenses incurred on that behalf.
- 3. Signing of Agreement:** - The supplier shall within 07 days from the date of issue of supply order execute the agreement on non-judicial stamp paper as per prescribed Performa, in the tender document, with the Corporation.
- 4. Delivery:** - The supplier shall undertake to complete the supply and installation of machine on turn key basis at place of delivery within **25 days from the date of issue of Purchase order.**
Place of Delivery: - Place of delivery is **National seeds Corporation Limited, Hyderabad Road, Raichur, Karnataka Pin code: 584102**
- 5. Changes in specifications:** - The Corporation/ purchaser should require any changes in specifications, the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.
- 6. Right to Terminate or Alter the Contract:** - If at any time during the terms of this contract the plan of the Corporation/purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare on inventory of the raw materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the raw material already procured or may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.
- 7. Marking:** - The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made there-under for marking of all the goods supplied.
- 8. Packing:** - The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.
- 9. Insurance:** -The supplier shall comply shall dispatch all the consignments duly insured for all transit risks according to the dispatch instruction 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)** All transit risks' insurance shall be arranged by the supplier, commencing from their works to the destination as per ANNEXTURE-III.

b) The supplier is responsible to give safe delivery of the equipment at FOR. NSC Raichur For any loss/damage etc., during transit, the supplier shall have to lodge the claim with the insurance and pursue the same till its settlement.

10. Claim of GST:-Where sale tax 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.

Certificate that sales tax claimed in this bill is legally payable by corporation/purchaser and has been paid/ will be paid by us to the sales tax authorities, our GST registration NO-----Central/State-----

11. Warranty:-

(a) The supplier warrants that the goods supplied under this contract are new, unused of the most recent and incorporate all recent improvements in design, manufacturing and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements 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 two months (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation/purchaser shall not be responsible to keep the defective items/stores.

(d) The machines shall carry 15 months warranty, commencing from the date of receipt of machinery at the site or shall be 12 month from the date of commissioning of equipment whichever is earlier. The warranty period for replaced parts will extend for 12 month from the date of its replacement but for fast moving parts the guarantee shall be extended to the remaining period of machine warrantee.

12. Liquidated damages:-

1. If the supplier fails to deliver any or all the material covered by the contract, the Corporation reserves the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the supplier liable for all the damages, sustained by virtue of said cancellation and failing to perform the contract.

2. It is emphasized by Corporation and understood by the supplier that the **period 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**. Subject to clause 13, in the event of the supplier's failure to have the store delivered by the due date specified in the acceptance of tender, the purchaser may with-hold any payment until the whole of the stores have been fully supplied and delivered at the ultimate destination and may deduct or recover from the supplier as liquidated damages (and not by way of penalty) of sum at the rate of 2 % (**Two percent**) of the price of any stores which the supplier has failed to deliver as aforesaid for each and every week or part of thereof during which the stores may not be delivered, subject to **maximum 10% of the value of undelivered material** provided however, that if the delay shall have arisen from any cause which the Corporation may in his discretion allow such additional time as it may consider to have been required by the circumstances of the case.

13. Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any

arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of CMD, to declare the contract at the 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 expenses, losses or damages which the Corporation/purchaser may be put to incur or sustain by reason of, or in connection with supplier's default.

(b) In the event of Corporation exercising its right to cancel the contract or any portion thereof as stated in the proceeding clause, the Corporation shall be entitled to obtain the remaining machines of the same specifications as offered by the supplier or on any other specifications that may be available or have the same fabricated by its own agency. In such an event, the Corporation shall be entitled to recover from the supplier the amount which the Corporation may have to incur over the above price which was payable to the supplier.

(c) 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/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

14. Force majeure:-

1 – Notwithstanding the provisions of Clauses 11 &12, the supplier shall not be liable for imposition of liquidated damages or termination of contract for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

2 - For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3 - If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Terms of payments:-

a) All invoices shall be prepared in quadruplicate in the name of National Seeds Corpn. Ltd. (Delivery Destination) mentioned in the purchase Order 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 specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

Invoice should have GST Nos. printed on them, in the Tax invoice, cost and Tax amount shall be mentioned separately. Invoice to be sent in **duplicate to concerned consignees and two copies to NSC Regional Office, Bangalore.**

b) Unless otherwise specified in the contract, 80% of the invoice value would be paid by NSC against proof of delivery of the material at destination i.e. G.R. Note from destination along with duly verified copy of original invoice packing list, challan and upon fulfillment of other obligation stipulated in the contract. Small Scale ancillary unit having single point registration certificate issued to MSE's registered with NSIC shall be paid 85% of the invoice value. All payment shall be made through RTGS after making necessary deduction if any towards liquidated damages, outstanding, short supply section pro-rata basis or as decided by the Corpn. The supplier is requested to provide information

namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure II (A).

Balance 20 % of the invoice value, along with installation and commissioning charges as may be applicable shall be paid after 30 days after installation, commissioning & satisfactory performance during trial and test report issued by respective unit (Area/Regional office, Farm).

All the payment due under the contract shall be paid after deduction of statutory dues wherever applicable.

16. Settlement of disputes:- All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a 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. As per the Arbitration & Conciliation Act 1996 as amended from time to time. The venue of arbitration shall be **at New Delhi**. The arbitration proceeding will be conducted in English Language. The Court of law **at the New Delhi/Delhi** alone will have jurisdiction in the matter of any disputes whatsoever.

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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation 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 may be intimated by the Arbitrator.

17. Refund of Security Deposit :-The security Deposit will be discharged by the purchaser and returned to the supplier following the date of compliance of the supplier's performance obligation, including carrying out all necessary adjustment/deduction if any and 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

18. Corrupt Gifts & Payments of Commission:- Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, his agents 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 loss 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.

19. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract.

Affidavit should be given by the supplier on Rs100 non judicial stamp paper. Same is to be placed in the "Technical Bid "

TENDER FORM

| | |
|---|-------------|
| To | FROM |
| Regional Manager | _____ |
| National Seeds Corporation Ltd., | _____ |
| UAS Campus, | _____ |
| Near Railway Gate | _____ |
| Hebbal | _____ |
| <u>Bangalore 560024</u> | _____ |

Sub: Tender No. NSC/BNG/2020/01 For supply of 1 TPH "Mobile elevator for seed coating machine

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 contained therein.
- 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 the same rates and same terms and conditions for quantities and beyond six months on need basis with the prior consent of the supplier
- iv) I/We offer to supply the equipment as detailed in the schedule attached herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery & commissioned the machines within a period of **25 days** from the date of placing of purchase order.
- v)
 - a) Online payment ref. No. _____ dated _____ for Rs.5000.00 remitted to Name of National Seeds Corporation Ltd., Bangalore towards payment of the earnest money, enclosed.

OR

- b) I/We enclosed a demand draft number _____ dated _____ of _____ bank for Rs.5000/ payable at National Seeds Corporation Limited Bangalore as earnest Money.

OR

- c) We are Small Scale industry registered with NSIC under ministry of MSME registered for item _____ under single point registration scheme after 30.6.81 (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:
 - (a) 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.

- (b) I/we do not execute the contract agreement within the stipulated period after acceptance of my/our tender will be known to me/us.
- vii) I/We also understand that 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 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 NSC Regional Office Bangalore and will be opened at Bangalore and decided at NSC Head Office 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) Income tax PAN No:- (a copy is enclosed herewith)
- xi) GST No: - (a copy is enclosed herewith).
- xii) Company profile as per prescribed Performa given in Annexure- II, II(A) & II (B) of the tender document is kept in a separate cover marked 'Technical & Financial Bid'. Rate are quoted in the prescribed format given in Annexure- II (B) of the tender document and are kept in the separate cover marked 'Financial Bid'.
- xiii) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical bid.
- xiv) 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.
- xv) We offer to supply following machines:

| Machine | Model | Quantity as per tender | Offered quantity |
|--|-------|------------------------|------------------|
| "Mobile elevator for seed coating machine" 1TPH as per specification | | ONE | |

Place: -
Date:-.

Signature: -----
Name Of Authorized Signatory: - -----
SEAL

E-mail Id:-----
Phone No:-----
Mob. No: -----

Complete Postal Address: -----

FORM FOR TECHNICAL BID

To
Regional Manager
National Seeds Corporation Ltd.,
UAS Campus,
Near Railway Gate
Hebbal
Bangalore 560024

FROM

Sir,

Profile of our Company/firm is as under:

1. Particulars of the company/ firm where registered:-

| Name of the company with full address, contact number and e mail | Type of the firm i.e prop./ Pvt. Ltd./ Ltd. etc. with its registration no. | Status of Company / Manufacturer/ Authorized Supplier /Other | Name and contact no. of Prop./ partners/ Directors etc |
|--|--|--|--|
| | | | |

***Attach the necessary valid document in support of above.**

A. Orders of similar quantum executed as prime supplier preferable to Government Deptt. on quoted model over the last three years.

| Year | Name of Machine | Name & Address of Purchaser | Purchase Order No. & Date and supplied qty | Value (Rs. in lakhs) | Stipulated period of completion | Actual date of Supply , installation and commissioning | Remarks explaining reasons for delay if any. |
|------|-----------------|-----------------------------|--|----------------------|---------------------------------|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

B. Availability of infrastructure

| Name of Building | Size (Sq. m) |
|------------------|--------------|
| | |
| | |

C. Availability of Equipment

| Item of Equipment | Available no. and capacity | Owned/ leased/ to be procured | Age/ condition | Remarks |
|-------------------|----------------------------|-------------------------------|----------------|---------|
| | | | | |

D. Availability of Personnel

| Type of Employee | No. | Qualification | Experience |
|------------------|-----|---------------|------------|
| | | | |

E. Qualification and experience of key personnel proposed for administration and execution of the contract.

| Position | Name | Qualification | Experience in the proposed position | Contact no. |
|----------|------|---------------|-------------------------------------|-------------|
| | | | | |

F. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 2 years along with copies.(not mandatory)

The memorandum / certificate shall clearly indicate the monetary limit and shall be valid as on due date / extended due date of the tender:

| Financial year | Annual Turnover (Rs. In Crore) | Annual Profit/ loss (Rs. In Crore) | Remarks |
|----------------|--------------------------------|------------------------------------|---------|
| | | | |

G. Registration:

| GST No. |
|---------|
| |

H. Income tax Details:-

| PAN No | Returns for Last Two Years (attached) | |
|--------|---------------------------------------|------|
| | Year | Copy |
| | | |

I. EMD :-

| Banker Name | Online transaction Ref. number | Amount |
|-------------|--------------------------------|--------|
| | | |
| | | |

J. Particular of Banker:-

| Name and address of Banker | Type of Account | Account No. | IFS Code | MICR Code |
|----------------------------|-----------------|-------------|----------|-----------|
| | | | | |

K. MSEs' registration details (NSIC registered unit):

| Registration No. | Category of Firm General/SC/ST | Validity Period | Registered Item/Items | Quantitative Capacity | Monetary Limit |
|------------------|-----------------------------------|-----------------|-----------------------|-----------------------|----------------|
| | | | | | |

L. 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 |
| | | | | |

M. A undertaking on Rs 100/-, Non judicial stamp paper, stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in Annexure II A-1 (Up load).

N. An affidavit on Rs 100/- non judicial stamp paper, that Price Charged for stores/Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department /Institution /Public Enterprises/Undertaking in India during the period of contract as per Proforma attached in Annexure- II A-2 (Up load).

O. Evidence of Access of Finance Required (With Valid Proof):-

P. Authorization for Signing Bid (With Valid Proof).

I/we hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my/our own bid may be treated as rejected by NSC management.

Thanking you,

Stamp of the Company

Signature: _____

Place: -

Name Of Authorized Signatory: _____

Date:-

Complete Mail Address: _____

Phone No.: _____

Mob. No. : _____

E-mail Address: _____

Note: - (All particulars are to be filled properly & correctly if required extra sheet can be attached).

Affidavit Certificate

I /We _____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed/Debar by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had supplied the goods during the last _____ years and no arbitration case pending in NSC .

Signature of Authorized signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

stamp _____

Place: _____

Dated: _____

Affidavit Certificate

I /We _____ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of identical goods given to any Govt. Deptt./PSUs/Institutions/Organizations etc .

Signatory -----

Signature of Authorized

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp _____

Place: _____

Dated: _____

FORM FOR FINANCIAL BID

To
Regional Manager
National Seeds Corporation Ltd.,
UAS Campus,
Near Railway Gate
Hebbal
Bangalore 560024

FROM

Sir,
We have examined the prescribed specification & read the terms & conditions of the tender issued under file No..... datedfor supply, installation & commissioning of seed coating machine as per the specification on turnkey basis. Our rates for the machine to your specification, terms & condition are as under:-

Price Bid Form For supply and installation and commissioning of “Mobile elevator for seed coating machine”TPH on turnkey basis

| Sl. No. | Location Name | Name, Make, Model & Capacity of quoted Machinery with required accessories. | Offered Qty (in No.) | Unit Rate including packing , forwarding , loading & unloading etc (in Rs.) | GST (%) | FOR Unit Rate Inclusive All Taxes (In Rs) | Unit rate of Installation , Commissioning & Training Charges if any (In Rs) |
|---------|-------------------------|---|----------------------|---|-----------|---|---|
| 1 | NSC Area Office RAICHUR | | | | | | |

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other purchasers.

Thanking you,
Place: _____
Date: _____

Signature: _____
Name of Authorized Signatory: _____
Address: _____

SEAL
Phone No: _____
Mobile No. _____

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 having its Regional Office at Bangalore (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 "Mobile elevator for seed coating machine" 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 machine 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 the tender document for Tender No NSC/BNG/2020/01 which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase_____ No. "Mobile elevator for seed coating machine" 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 out 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 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 subscribe 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., Beej Bhawan, Pusa Complex, New Delhi - 12

Witness

Witness

1.

1.

2.

2.

SECTION – I (Specifications)

Annexure- I

Technical Specification of 1 TPH (on wheat basis) Mobile Elevator

| | |
|----|---|
| 1. | MOBILE ELEVATOR OF 1TPH CAPACITY (ON WHEAT BASIS) |
| | <p>DISCHARGE HEIGHT: Suitable to feed upto 15 ft. Self supporting, self cleaning type, centrifugal discharge Vertical Bucket Elevator suitable for wheat, paddy, cereal grains, malting, barley coffee seeds etc. having following standard features.</p> <p>FEED HOPPER/ DUMP HOPPER:- It should be supported by dump hopper made of minimum 2 mm thick - M.S. Sheet with metal cover to remove chaff and other unwanted objects. Of capacity 1cu. meter to be installed in the pit to facilitate feed of raw seed at floor level. It should also be provided with feed control mechanism to regulate the feeding. It should be fitted on the boot assembly on up leg.</p> <p>V-BOTTOM BOOT ASSEMBLY: It should be self cleaning type. Casing should be made of CRCA Sheet Metal of minimum 3.0 mm thickness, stiffened with angle from pulley assembly with self aligned ball bearings and provision of belt tightening with pit cover in case of Pit. The pulley is mounted on a heavy duty shaft on self aligned ball bearings. Belt tightener is provided with the help of steel / bakelift guide for easy sliding of take up unit. Two removable slide gates are provided for easy and fast cleaning and rendering service to the bottom pulley. Boot pulley is of wing/slatted type to prevent damage to the seed coming in between belt and pulley. Split type, metallic pit cover should be provided</p> <p>MIDDLE SECTION LEGS Section should be made of minimum 2.0 mm thick CRCA Sheet metal stiffened with M.S. angle iron with flanges at both ends along-with belt inspection window at suitable height</p> <p>HEAD CASING It should be made of minimum 3.00 mm thick of CRCA Sheet metal with detachable split cover for accessibility to head pulley. Head pulley should be lugged with rubberized canvas and crowned for traction mounted on shaft self aligned ball bearings.</p> <p>BELT AND BELT SPEED It should be oil resistant and of minimum of 140 mm width. The Grade should be EP 500/4 or equivalent. The range of the speed of belt is 1.0 to 1.3 mtr / sec</p> <p>BUCKET It should be made of 4.5 mm thick high grade PVC Nylon and fastened with cup-bolt and washers with belt</p> <p>DISCHARGE PIPE Suitable 125mm dia. discharge pipe, angle section/bends and should be made of minimum 2.0 mm thick S.S., anti-corrosive should be used for discharging the grains/seeds. Angle sections/Bends with M.S. flanges</p> <p>TRANSMISSION & ELECTRIC DRIVE: Synchronized gear drive controlled with Suitable 1.0 H.P. electric motor of Kirloskar / Crompton / Siemens or Equivalent coupled with gear box of PBL/ MGM marvel/ Bongifiglioly/ Equivalent BIS Standard certified for operation on 440 V, 3 phase, 50 cycles, A.C. With worm & worm wheel drive</p> <p>BACK STOP ARRANGEMENT:- Ratchet & Pinion or suitable arrangement.</p> <p>TRANSPORT WHEELS :- Transport wheels with suitable arrangement</p> |

Specification Compliance form

| Sr. no. | Machine | Specification Compliance Report (It should be completely as per tendered specification with nil deviation) | Deviation if any should be specified specifically with full justification whether the deviation is better than Tendered Specification . |
|---------|---|--|---|
| 1 | "Mobile elevator for seed coating machine" 1TPH | | |

Thanking you,

Stamp of the Company

Signature: _____

Place: - _____

Name Of Authorized Signatory: _____

Date:- _____

Complete Mail Address: _____

Phone No.: _____

Mob. No. : _____

Reference :-

E-mail Address: _____

1-Normally no deviation from the specification laid-down will be accepted. However, if the tenderer feels that he can supply equivalent or better items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to what respect and to what extent the item offered by them deviate from the specification even though deviation may be minor and how it will meet requirement. If Bureau of Indian Standards have fixed norm or specifications for the material given in Annexure I (A) then supply has to be made as per BIS Standards in addition to specification laid down in Annexure I (A).

2-The tenderers are required to provide their tender with complete specifications for all materials to be supplied to compare tenders and assess the performance of the material. Salient features of the Machines with additional accessories fitment etc. may be clearly specified with detailed list of tools etc.

All the bidders are require to submit the specification complies statement (Whether Complied or not complied) and if there is any deviation from specification as per tender document the same may be submitted as given above Column or use separate sheet .

Dispatch Destination

Annexture- III

| | | |
|---|---|----|
| 1 | Area Manager, Raichur Address : National Seeds Corporation Ltd., Gunj Road, Raichur-584102 Phone :08532-233924(O) 9900247942(M) FAX : 08532-235062 E-mail : raichur@indiaseeds.com | 01 |
| | Total | 01 |
