

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

R.O. : Lakshh Plaza, 4th Floor, INS-19, Sector 7C,

Vrindavan Yojna, amar Shaheed Path,

Lucknow-226029(U.P)

(Regd. & H.O. : Beej Bhawan , Pusa Complex, New Delhi-110 012)



CIN No.: U74899DLI963GOI003913

TERMS & CONDITIONS OF E-TENDER

Installation of 3 Nos. Air conditioner package unit on turnkey basis.

LAST DATE & TIME FOR RECEIPT OF BIDS : UP TO 13.00 hrs of 11.02.2021

DATE & TIME OF OPENING OF BIDS : AT 15.00 hrs of 11.02.2021

Particulars	Telephone	E-mail
Regional Office Lucknow	0522-7118213 0522-3516971	rm.lucknow@indiaseeds.com

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No.:-IV/Engg.(8-AC-Package Unit-AGRA)/NSC-LKO/2020-21

Dated: 22.01.2021

E- TENDERING NOTICE

National Seeds Corporation Ltd., Lucknow invites online e-tenders (In Two Bid Systems) from eligible & qualified manufacturers / suppliers for Dismantling, removal of existing 3 nos. package type air conditioners and supply, installation & commissioning, testing of new 3 nos. package type air conditioners including white washing, painting and repair of existing copper suction and discharge tubes on Turnkey Basis, as detailed below:

S. No.	Name of Machinery & Equipment	Location / Area Office	Capacity	Total Quantity (No.)	Tender Cost (Rs)	EMD Details (in Rs.)
1	3 Nos. package type air conditioners (Complete line)	NSC, Sikandra, Agra, UP	8.75 TR each unit	Three (03 units)	2,360 (2000+18% GST)	30,000

Scheduled dates for tender are as under:

- a) **Bid submission (Tech and Financial) date and time** : Upto 13:00 Hrs (IST) of 11.02.2021
b) **Bid opening (Tech. Bid) date and time** : At 15:00 Hrs (IST) of 11.02.2021

- Parties participating for Tender EMD amount should be submitted online along with cost of tender documents in INR.
- The eligibility criterion for participation in the tender is given in the tender document.
- Tenderers should submit both Technical bid and Price bid strictly as per instructions to tenderers given in Part-A of the tender document.
- Tender not accompanied with requisite amount of EMD & Tender Cost and not submitted as per instructions contained in the tender document are liable for rejection.
- Micro Small Enterprises (MSEs) registered with NSIC for the quoted item under single point registration scheme in India 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 furnish documentary proof in support of their claim along with their request.
- The Bidders have to sign 'Integrity Pact "with NSC.
- 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/e-portal.

Regional Manager

PART-A

SECTION-I

1.1. Eligibility

Technical

- a. Tender is invited from reputed manufacturers, suppliers of industrial type air conditioning system, experienced Contractors registered with CPWD, MES and State/Semi Govt. Organization.
- b. Bidders should have experience in supply, installation and commissioning of at least 5 units of air conditioning unit industrial type having capacity higher than 5 TR each in last three years.
- c. The offered machine should have warranty of AC unit with accessories 12 months.
- d. Should submit the Specification Compliance Report as per **Section-A, Annexure –IV-D**.

Financial

- a. The Average Annual Turnover in last three years of the bidder should not be less than 30 lakhs. In case Bidder is Micro Small Enterprise (MSE's) and registered with NSIC under single point registration scheme should not be less than 10 lakhs.
- b. Bidder should submit evidence of Access of Finance Required with Valid Proof, from nationalized bank.
- c. MSME firms, registered with NSIC should submit required Certificate with proper validity along with udyog aadhar registration number
- d. A copy of PAN No, Income-tax Return & Audited Balance Sheet for the last three years should be submitted.

Commercial

- a. EMD & Tender Fee should be submitted
- b. MSME calming for turnover, EMD & Tender Fee relaxation shall submit the request letter in technical bid.
- c. Bidder may be a company registered under the Companies Act, 1956, or a Partnership Firm registered under Partnership Act, 1932 or a Proprietorship Firm or co-operative firm registered under Co-operative Act.
- d.** The Bidder should submit declaration that bidder is not blacklisted nor debarred by Govt. agency or institute and no arbitration case is lying pending with this office as on date as per **Section-A, Annexure –IV-B**.
- e. 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 during the period of contract as per Performa attached in **Section-A, Annexure – IV-C**.
- f. Person Authorized for Signing the Bid with Valid letter on Firm/Company letter Head.
- g. Copy of GST Registration No.
- h. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate
- i. Each and every concerned pages of tender document should be digitally signed.

Note:- The bidders who do not fulfill the above Eligibility, Technical, Financial and Commercial Qualification Criteria shall be treated as technically non responsive during the Evaluation of Technical Bid. Supporting documents for eligibility should be submitted in support

1.2. Scope of Works

The AC package unit system should be completed in all respect and should be consisted of PLC panel and electrical panel including local push buttons etc.

For efficient operations with less load and AC packaged unit the following are in the scope of bidders/contractor:-

1. Dismantling of existing air conditioning units.
2. Connect the offered AC unit with existing AC ducts, suction and discharge copper tubes.
3. Supply AC units as per the specification with all the control units, all accessories, to connect with existing ducts, suction and discharge tubes, control indicators.
4. Three phase servo stabilizer of suitable matching size for each AC package units.
5. Preparation of general arrangement drawings layout for installation of plant room.
6. Installation of AC package unit on turnkey basis.
7. Painting of vapor proof paint of both side of walls, roof sealing etc, the dimension of the A.C Seeds godown is 22.5Mx8.5Mx5M.
8. Supply and installation of temperature indicator unit (Dry and wet bulb) and hygrometer (for RH) shall be installed inside of the A.C. godown and outside of the godown.
9. Installation should be complete in all respect including electrification with suitable size cable and control panel as per the specification Part-B of the tender documents.
10. After successful testing of the different items in parts, the Contractor shall provide all facilities including necessary piping, labours, tools and equipments etc. for carrying out testing and commissioning of the packaged unit AC.
11. Physical completion of installation of A.C. system including all allied equipments and successful trial run of the A.C. system by the contractor for a period of 7 days subject to a minimum of 120 hours of running during that period in the presence of representative of Engineer-in-Charge.

NATIONAL SEEDS CORPORATION LTD.

INSTRUCTIONS TO BIDDER – ONLINE MODE

Section-1

• DEFINITIONS

- ➤ **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- ➤ **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>.
- **I. ACCESSING / PURCHASING OF BID DOCUMENTS :**
- 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
- under CCA, Ministry of Electronics and Information Technology, Government of India to
- participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from
- the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders.
- Bidder
- may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- 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 through **online** mode. Validity of Registration is 1 year.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount
- mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive
- of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date.
- No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as
- published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37**, nsclsupport@c1india.com.
- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system
- crash down, power failure, browser compatibility issue, system compatibility issue, improper
- digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

SECTION – II -INSTRUCTIONS TO TENDERER

1. ADVICE FOR TENDERERS:

The tenderers 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:

Tenderer interested to quote against this tender must fulfill the "**Eligibility**" As defined in Part A of this tender document and should quote for all Machines/ equipment for the plant given in Part "B" . Tenderer should furnish requisite amount of EMD of quoted item & Tender Cost along with all valid and required documents as per Section-IV and its annexure "IV-A to IV-D" of Part "A" for Tender to full fill the requirement criteria of eligibility.

3. SUBMISSION OF OFFER:

Offer must be submitted in the prescribed tender form provided in part "A" of the tender document at Section-IV as well as" Technical Detail of Offered Machines & Equipments" in the Prescribed Format given in Section I & II of Part "B" on line. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

4. DEVIATION IN SPECIFICATION:

Normally no deviation from the specification laid-down in part "B" 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. DELIVERY OF GOODS:

The delivery period so specified in clause no.5 of section-III of Part " A" will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause-15 of section-III of Part "A" relating to liquidated damages, which shall be binding.

6. PRINTING LANGUAGE:

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/Hindi or accompanied by English/Hindi translation in case the language is other than English/Hindi. This should be adhered to, strictly to enable objective evaluation of offers.

7. TEST REPORT or LIST OF USERS:

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 with their full & complete details for reference.

8. ACCESSORIES & FITTINGS:

(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 include in the price bid.

(b) Accessories/ fittings, which may occasionally or frequently be required but have been specifically excluded by the tenderer from the scope of supply and should quote their price separately.

9. SPARE PARTS:

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 operational spare parts as is required for smooth running of the equipment for 12 months from the date of commissioning.

10. QUOTATION OF PRICES:

Tenderer shall give a 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. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise, job wise for entire work on Turnkey basis as indicated in the Section-I of part- "B" of the tender documents and should be given strictly in a manner as indicated in the Section-V (price bid form) of the part 'A' of the tender document, as under:

A) The rates should be quoted for the offered items on the basis of F.O.R. Destination as specified in Section-II part "B" inclusive of all taxes (like GST or any other Tax's), Packing & Forwarding charges, transit insurance etc. In case of full truck load/part load F.O.R. Destination will mean delivery at godown of the respective destinations. In case, the corporation requires the material at some other destination station other than specified in Section-II Part "B" referred to above and in case the distance of such new destination station from the supplier's place of dispatch is higher than the distance between supplier place of dispatch to the highest distance among the destination prescribed in Section-II referred to above, corporation shall be prepared to pay any extra transportation charges on proportionate basis, in case the difference in distance is above 75 km.

B) If the rates quoted by tenderer are exclusive of GST or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid.

11. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:

Printed terms and conditions of the tender 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 in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms and conditions of the tendering firms have been rejected by the Corporation.

12. EARNEST MONEY: AS PER NIT

(a) By means of online.

(b) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) 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.

OFFERS OF THE FIRMS OTHER THAN (MSE) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSE) 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 **paras12.a &12.b above will be rejected by the purchaser as non-responsive.**

13. PROFORMA AND SIGNING OF TENDER:

(a) Tenderers are required to submit their on line copy of tender as per the prescribed Performa 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 purchaser, shall be written in the English / Hindi languages. 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 persons duly authorized to bind the Tender to the Contract. The letter of authorization shall be indicated by written power of attorney accompanying the Tender.

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

I 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 initialed by the person or persons signing the bid.

14. PROCEDURE FOR SUBMISSION OF TENDER:

As per Clause No.II- i.e. "Preparation & Submission of Applications" of section -1, part "A" of Tender Document.

15. MODIFICATION AND WITHDRAWAL OF TENDER :

As per Clause No.III i.e. Modification /Substitution / Withdrawal of Bids "of Section – 1, part "A" of Tender Document.

16. DEADLINE FOR SUBMISSION OF TENDERS:

As per NIT.

17. LATE TENDER :

As Per NIT.

18. OPENING OF TENDER:

As per Clause No-IV i.e. "Opening and Evaluation of Applications" of section – 1, Part "A" of Tender Document.

19. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparisons of tenders, the purchaser may at it's discretion, ask the tenderer for clarification of it's 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.

20. FORFEITURE OF THE EARNEST MONEY:

Earnest Money may be forfeited.

8 If a tenderer withdraws its tender during the period of Tender validity specified 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. 31 (a) or

(ii) To furnish security deposit in accordance with clause no.31 (b)

21. 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-III of Part 'A' of tender document i.e. General conditions of the contract.

22. VALIDITY OF OFFER:

The tenderer shall keep their offers open for acceptance for a period of 180 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. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

23. 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.

24. INDIAN AGENT:

One agent cannot represent two different foreign suppliers or quote on their behalf in a particular tender.

25. AWARD CRITERIA: -

Subject to Clause No. 27, 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.

26. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The Purchaser/ Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% of the quantity of goods specified in the schedule of Requirements without any change in offered rate or other terms & conditions.

27. 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.

28. 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.

29. SPLITTING OF ORDERS:

The Purchaser/Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

30. 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 on need basis with the prior consent of the supplier.

31. CONTRACTS:-

- a) **SIGNING OF CONTRACT :-**The successful tenderers within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section –VII of part "A" of the tender document, wherever the value of terms ordered is more than Rs. one lakh

and furnish it to the purchaser. The terms and conditions contained in Section-II of Part 'A' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

- b) **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 thereafter performance of the system including warranty period. The security money shall be furnished in the form of Composite bank Guarantee and should be valid upto 15 Months from the date of signing the agreement.
- c) **PRE-CONTRACT INTEGRITY PACT:** -Successful Tenderers whose supply /work orders of value more than Rs. one crore, have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Performa given in Section VIII of part "A" of the Tender Document.

Failure of the successful tenderer to comply with the requirement of clause 31 (a), 31 (b) & 31 (c) 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.

32. 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 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 and the Corporation will not be responsible for reimbursing to the tenderers the Bank's. Commission for encasing the same.

(B) SUCCESSFUL TENDERERS:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, furnish Bank guarantee in the manner indicated in clause-4 of Section-III, Part 'A' of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -VII of part "A" of the tender document.

(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.

Note:- Duly digitally signed on each & every page of Section-II i.e. "Instruction to Tenderer" to be uploaded marked "Technical & Commercial Bid").

SECTION-III 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 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 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 15 days from the date of issue of purchase order execute the agreement on non-judicial stamp paper as per prescribed Performa, in the tender document, with the Corporation.

4. COMPOSITE BANK GUARANTEE BOND: -Successful bidders are required to deposit security money by furnishing composite bank guarantee as per clause No. 31 (b) of section-II for execution of the order and thereafter performance of the system including warranty period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished as per Performa attached at Section-VI Part 'A' of the tender document. The composite bank Guarantee Bond should be valid upto 15 months. It should be issued by any Indian nationalized/scheduled bank of any Branch. The authorized signatory of the firm should furnish the affidavit stating that the composite Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The composite Bank Guarantee will be discharged by the Purchaser/Corporation and returned to the supplier within 3 month after the expiry of warranty period.

5. DELIVERY: - The supplier shall undertake to complete the supply, installation and commissioning as per scope of works **AC package unit at sites within 75 days** from the date of issue of supply order provided vacant space by the respective destinations for execution of the job is made available or otherwise specified. However, the Job may be completed early also for which no extra benefit or relaxation in terms shall be allowed to the supplier/suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. Goods Receipt Note issued by the respective destinations and the certificate of installation and commissioning issued by the respective destinations shall be final for the purpose of calculating completion period.

6. PLACE OF DELIVERY:

Place of delivery shall be as per Section -II, Part "B" i.e. "Destination of supply " of the Tender Document.

7. PRE-DELIVERY INSPECTION:

Purchase on his own discretion may take pre-delivery inspection at works of supplier or on delivery destination. In case pre-delivery is conducted at works of the supplier, the supplier shall give at least 10 days to the Corporation to inspect the Equipment to confirm their conformity to the contract. For the purpose of the inspection, the supplier or its subcontractor(S) should provide reasonable facilities and assistance -including access to drawing, tools, tackles, production data, labour etc to the inspection team at no charge to the purchaser/corporation. The expenditure incurred by NSC's nominee such as TA & DA shall be borne by the Corporation.

In case the suppliers give a notice and fail to offer the equipment for inspection up to the dates fixed for this purpose, the expenditure incurred on TA/DA of the Corporation's nominee shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension for delivery period.

During Inspection, Equipment found fail to conform to the specification, the purchaser/ Corporation may reject them and supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the purchaser/Corporation. The date of receipt after removal of defects will be construed as date of receipt for the purchase of calculating delivery period for the purpose of clause 5 of section III of Part "A" .

8. 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 wishes subject to fair adjustment of prices and delivery schedule where appropriate.

9. 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 an 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.

10. 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. 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 or later.

11. 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.

12. 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) In case of indigenous supplier 'all transit risks' insurance shall be arranged commencing from their works to the warehouse of the Corporation.
- b) The supplier is responsible to give safe delivery of the equipment at F.O.R. as per section III i.e. Dispatch Destination of Part 'B' of the tender document. For any loss/damage etc., during transit, the supplier shall have to lodge the claim with the insurance and pursue the same till it's settlement.

13. 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.

I All replacements that the Corporation shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within 15 Days (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 shall not be responsible to keep the defective items/stores.

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

14. LIQUIDATED DAMAGES:

It is emphasized by the Corporation/purchaser & 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/purchaser. If the supplier fails to deliver any or all of the Goods / installation within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed item for each week of delay until actual delivery, up to a maximum deduction of 10% of the delayed item. Once the maximum is reached, the purchaser may consider termination of the contract.

The Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied /installed and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

15. 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 Chief Executive, 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) 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.

16. FORCE MAJEURE:

- I. Notwithstanding the provisions of above Clauses 14 & 15, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent

that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

- II. 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.
- III. 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.

17. TERMS OF PAYMENTS:

- (A) All invoices shall be prepared in quadruplicate in the name of National Seeds Corporation 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 (If applicable), In the Tax invoice, cost and Tax, (GST) amount shall be mentioned separately. Invoice to be sent in duplicate to concerned consignees and two copies to NSC, R.O Lucknow.

- (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/receipt certificate issued by respective destination along with duly verified copy of original invoice and upon fulfillment of other obligation stipulated in the contract. 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 "IV-A" Section-IV.

Balance 20 % payment shall be made as below:-

Balance 20% of the invoice value ,along with dismantling of existing AC units, installation and commissioning charges as may be applicable shall be paid after 30 days of the equipment/equipment of entire plant commission and found satisfactorily trial.

18. SETTLEMENT OF DISPUTES:

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

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 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.

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 Rs.100.00 non-judicial stamp paper. Same is to be placed in the "Technical & Commercial Bid "



Note: (Duly digitally signed on each & every page of "Section-III i.e. General Terms & Condition of the Contract "to be uploaded in the envelopes marked "Technical &Commercial Bid").

SECTION – IV

TENDER FORM

To

FROM

The Regional Manager
National Seeds Corporation Ltd.,
R.o. : Lakshh Plaza, 4th floor
Lucknow-226029

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 contained therein.
- II. I/We also agree to keep the offer contained in the tender open for acceptance for a period of 180 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 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.
- IV. I/We offer to supply the equipment as detailed in the schedule attached (Annexure-V-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery & Commissioned the plant/ Machine within a period of 75 days from the date of placing of order.
- V. Application Fee Deposit Receipt No....., Date.....,Rs.....
EMD Fee Deposit Receipt No.....Date.....Rs.....

OR

- a) 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:
 - (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 & / provide Composite Bank Guarantee 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 Section-II & III 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 Lucknow and will be opened and decided at Lucknow 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. Copy of PAN enclosed herewith
- XI. Copy of GST enclosed herewith
- XII. Company profile as per prescribed Performa given in Annexure 'IV-A' of Section-IV of Part 'A' of the tender document is kept in a separate cover marked 'Technical & Commercial Bid'. Rates are quoted in the prescribed format of price bid form of the tender document and are kept in the separate cover marked 'Price Bid.'
- XIII. I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical & commercial bid and the firm is found suitable during spot verification by NSC's Officers or any third party deputed by NSC.
- 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 in the separate cover marked 'Technical & Commercial Bid and Price Bid.'
- XV. I /We offer the rate for supply, installation & commissioning of AC package units detailed as under :-

Location	Item	Capacity	Qty. As per tender	Offered quantity

Signature: -----

Stamp of the company:

Place: -

Date:-

Name Of Authorized Signatory:-----

E-mail Id: -----

Phone No : -----

Mb. No. :- -----

Complete Postal Address:-----



SECTION –IV**FORM FOR TECHNICAL BID**Annexure-IV-A**To**

The Regional Manager
National Seeds Corporation Ltd.,
R.o. : Lakshh Plaza, 4th floor
Lucknow-226029

FROM

Sir,

Profile of our Company is as under:

A. Work Performance :-

- a. Bidders should have experience in supply, installation and commissioning of at least 5 units of air conditioning unit industrial type having capacity higher than 5 TR each in last three years.

Year	Name & Address of Contract Person with his Mb. No. ,	Description of work	Work 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 a copy of Work Orders and proof of completion.

- b. 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:

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

(B). Past works for which bids already submitted.

Name of work	Place and State	Tender No. & Date	Name & Address of Contractor with his Mb. No.	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

- Attach supporting documents.

B. Production capacity:-

1. Production capacity of OEM's at least 03 times the tendered quantity AC Packaged unit:-

Name of machine	Minimum Qty. Of Production per annually (nos.)	Enclosed self declaration certificate
1	2	3
AC Packaged unit	9	

2. Availability of infrastructure.-

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

3. Availability of Equipment.- Detailed of CNC facilities for metal works such as bending, shearing etc. and other machinery & equipments:-

Detailed of the machine/ 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

4. Availability of technical manpower for manufacturing / installation:-

Type of Employee	No.	Qualification	Experience
1	2	3	4

5. Qualification and experience of key personnel proposed for administration and execution of the Contract. Upload biographical data.

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

C. Warranty of AC packaged unit (complete line) & Accessories:-

Minimum warranty period required	Offered warranty period
12 months	

D. Compliance specification report;- should upload the technical specification compliance report duly signed & supported with technical details, reason for deviation if any ANNEXURE- IV-D

Technical Specification compliance report	

E. Financial :-

a) Financial statement:- Annual turnover in last three year

Financial year	Annual turnover (Rs. In Crore)	Annual profit/ loss (Rs. In crore)	Remark if any
1	2	3	4

b) Evidence of Access of finance:-

Amount	Period	Declaration on bank letter head
1	2	3

c) MSME registration with NSIC certificate with proper validity along with udhoughadhar registration number:-

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit
1	2	3	4	5	6

d) MSME calming for turnover & EMD relaxation shall submit the request letter in technical bid:-

Whether you want any relaxation in turnover & EMD through MSME (Yes/No)	Enclosed request letter and supporting documents NSIC certificate (s) & udyog aadhar
1	2

e) Income tax Details:-

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

E. Commercial

a) EMD & Tender fee:

Banker Name	NEFT/ UTR No. / Date		Amount	
	EMD	Tender fee	EMD	Tender fee

--	--	--	--	--

b) Details of firm/ company;-

Name of the company/ firm	Address of the company	Contract no. & e-mail address	Type of firm (Pvt. Ltd./ proprietor/ partnership)	Registration no. of the firm	Name & contact no. of proprietor/ partners/ Director etc.
1	2	3	4	5	6

c) GST registration no.:-

GST No	Copy enclosed

d) Particular of Banker:

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

- e) Bidder may be a company registered under the Companies Act, 1956, or a Partnership Firm registered under Partnership Act, 1932 or a Proprietorship Firm or co-operative firm registered under Co-operative Act.
- f) An affidavit on Rs 100 non judicial stamp paper that the bidder should submit declaration that bidder is not blacklisted by Govt. agency or institute as per perform attached in ANNEXURE-IV-B.
- g) 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 during the period of contract as per Performa attached in ANNEXURE –IV-C.
- h) If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- i) Person Authorized for Signing the Bid with Valid letter on Firm/Company letter Head (up load).
- j) Each and every concerned pages of tender document should be digitally signed.
- k) Additional items: - bidder / OEM of bidder should be provided the one set of literature of the respective machines/ manual/ parts catalog.

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

Thanking you,

Stamp of the Company

Signature: -----

Place: -

Name of Authorized Signatory: - -----

Date:-

Complete Postal Address: -----

Phone No.: -----

Mb. No. :- -----

E-mail Address: - -----

Note: -1. In absence of any above document, tender may be liable for rejection. All above documents are to be uploaded in the envelope marked "Technical & Commercial Bid".

SECTION – IV Affidavit Certificate

Annexure-IV-B

I /We _____ (Name, Designation and Address) hereby declaring that my/our firm/Company has not been neither black-listed nor debarred from participation in tender by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had supplied the goods during the last _____ years as well as no arbitration case pending in NSC .

Signature of Authorized signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

stamp _____

Place: _____

Dated: _____

.....

SECTION – IV

Affidavit Certificate

Annexure-IV-C

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 during current year .

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

Technical compliance report

TECHNICAL SPECIFICATION COMPLIANCE REPORT					
Sr. No.	Description of the machine/Works	Source/Manufacturer	Quality certificate if applicable	Specification compliance statement	Bidder to indicate relevant page No of their Bid to support the compliance deviation if any may be supported with full Justification
1.	Supply of Package type 8.75Tr each Air Conditioner Brand : Blue Star/ Hitachi Usage/Application :Industrial Use Capacity : 8.75 Tr each Feature : Service-friendly design Phase : 3 Phase Compressor Type : Dual				
2.	Servo voltage stabilizer				

Signature of Authorized Signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp _____

Place: _____

Dated: _____

SECTION – V Price Bid Form

Annexure-V -A

To,

From

The Regional Manager
National Seeds Corporation Ltd.,
R.o. : Lakshh Plaza, 4th floor ,
Lucknow-226029 .

Sir,

We have examined the prescribed specifications and read the terms & conditions of Tender No _____ for the work namely _____ for unit (Nos) _____ respectively, our rates for the aforesaid units according to the specification, terms & conditions are as under:

1) Price Bid for AC package units:-

Sl. No.	Description of items	QTY.	RATE	GST%	Total FOR Amount
1.	Dismantling of 3 Nos. existing AC package units both inner and outer unit without damaging ducting & piping and making good the existing package room complete as required.	1			
2.	Supply of AC package unit as per specification and scope of work.	3 nos.			
3.	Installation, Testing and Commissioning of 3 Nos AC package unit.	3 Nos.			
4.	Servo voltage stabilizer as per the specification.	3 Nos.			
5.	Painting of vapor proof paint of both sides of walls, roof sealing etc, the dimension of the A.C Seeds godown is 22.5Mx8.5mx5m.	each			
6.	Supply and installation of temperature indicator unit (Dry and wet bulb) and hygrometer (for RH) shall be installed inside of the A.C. godown and outside of the godown.	each			

Signature of Authorized Signatory -----

Name _____

Stamp _____

Designation _____

Place: _____

Name of the Firm/Company _____

Dated: _____

Full address _____

SECTION – VI COMPOSITE BANK GUARANTEE

COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT OR COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT AND PERFORMANCE GUARANTEE BOND, BY THE BANK

This Bank guarantee executed on thisday of 2021by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the Regional Manager, National Seeds Corporation Ltd., Lucknow 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 witnessed 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 15 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 18 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 – VII 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 AC Package unit machine 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 equipment's and equipment's with specifications as per details as mentioned in Purchase Order.

Settlement of Disputes:

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

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., R.O Lakshh Plaza, 4th Floor
Lucknow- 226029

Witness

Witness

1.

1.

2.

2.

3.

3.

SECTION – VIII PRE-CONTRACT INTEGRITY PACT

(To be signed in case bid/contract amount exceeds Rs. One Crore)

GENERAL:

1. Whereas National Seeds Corporation Limited represented byhereinafter referred to as the Buyer and the first party, proposes to procure goods / services through tender no. hereinafter referred to as goods, of the first part is a CPSE under Ministry of Agriculture, Government of India.

and M/s _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores. Whereas the Bidder is a (status of the bidder) constituted in accordance with the relevant law in the matter.

2. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the completion of the contract.

COMMITMENTS OF THE BUYER

3. The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2 The Buyer will treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder, which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Buyer will report to the CVO office of any attempted or completed breaches of the above commitments on the part of Bidder under Integrity Pact.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

COMMITMENTS OF BIDDERS:

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the

Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.5 The Bidder further confirms and declares to the Buyer that the Bidder is Competent to offer for stores /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression:-

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Company Code of Conduct:-

7.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation:-

8.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with

interest thereon at 2% higher than the **LIBOR**. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

8.2The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. Fall Clause:-

9.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

9.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

10 Examination of books of accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

11.Law and Place of Jurisdiction:-

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

12. Other Legal Action

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13.Validity:-

13.1 The validity of this Integrity Pact shall be from date of its signing and extend till satisfactory closer of the Contract.

13.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____ .

BUYER BIDDER
CHIEF EXECUTIVE OFFICER
Company Name
Witness

1. _____

1. _____

2. _____

2. _____

PART - B

SECTION – I

TECHNICAL SPECIFICATIONS

Technical specification for 8.75 TR air-cooled packaged air conditioner (3 packaged units)

Supply, installation, testing & commissioning of 8.75 TR capacity air cooled packaged air conditioner unit as per the following specification for one unit:-

The AC package unit shall maintained the temperature in the seed storage godown at 20 degree Celsius(+5 %) with 50% (+5%) RH and suitable for the storage of seed.

- (A) Nominal cooling capacity (TR) : 8.75
- (B) Rated cooling capacity: 105000 btu/hr.
- (B) Refrigerant : R- 410 A or R - 407 C (eco friendly)
- (C) External finish : pure polyester powder coated GI steel housing
- (D) The unit to include built-in controls like HP/LP/OL/UL/temperature, SPP, phase sequence relay and display of same.

Indore Unit(IDU):

- (I) Type of blower : centrifugal forward curved, double inlet, double width
- (II) Power supply: 415v, three phase,50hz
- (III) Nominal air flow : at least 5886 CMH /3500 CFM
- (IV) Air filter : non-woven polyester media enclosed by HDPE mesh
- (V) Controller : microprocessor based with LCD display
- (VI) Evaporator coil : hydrophilic blue fin anti corrosion coatings
- (VII) Compressor type: hermetically sealed scroll (high energy efficient)
- (VIII) No of compressor units : 02 nos. in each units.

Outdoor Unit(ODU):-

- (I) No. of ODU : 01 no.for each units.
- (II) Condenser type : air cooled FTHX
- (III) Condenser fan type : propeller
- (IV) Power supply: 230v, single phase/Three phase as per requirement,50hz
- (V) The unit shall be designed to operate effectively at higher ambient temperature, up to 50 deg Celsius.

1. Packaged ac unit shall be fully charged with refrigerant at site.
2. Hard drawn copper tube and insulation tube – suitable diameter along with elbows and g.i supporting structure.
3. Four core (4.0 sq.mm) suitable electrical cable from IDU to ODU of make finolex/fine cab/ equivalent – as per requirement.
4. Four core (10.0 sq.mm) electrical cable (armored) of make finolex/fine cab/ equivalent - from departmental power supply to IDU - as per requirement.
5. PVC drain of suitable diameter with fittings and calmpings - as per requirement.
6. Air cooled condensing unit discharge and liquid lines valves shall be fixed
7. Suitable ms stand for ODU (minimum 45 mm angle)
8. Approved makes : blue star /Hitachi
9. **Electrical wire:-** The all cables shall be provided by the bidders/contractors and the specification of the cable should be as under:-
 - Cables shall conform to IS: 1554 and carry ISI mark.
 - Wiring cables shall conform to IS 694.

10. All cables shall have stranded aluminum conductors. All cables joints shall be made in

approved manner as per standard practice by crippling tool.

11. Earthing:- The all earthing shall be looped with existing available earthing. The earthing shall consist of an earth tape connected to an independent plate made of copper or G.I. having a conductivity of not less than 100% international standard. All electrical apparatus, cable boxes and sheath/armour clamps shall be connected to the main bar by means of branch earth connections of appropriate size. All joints in the main bar and between main bar and branch bars shall have the lapping surface properly tinned to prevent oxidation. The joints shall be riveted and sweated.
12. The AC packaged unit shall be vacuumising and first refrigerant to be borne by the contracted itself.
13. 25 KVA oil cooled 3 phase servo voltage stabilizer having following specification.

BIDDERS SHALL SUBMIT THE CATALOGUE / BROUCHER OF OFFERED MAKE & MODEL WITHOUT FAIL.

Capacity	25 KVA
Make	Servokon/Logicstat
Input Voltage	300-460 volts (Phase to Phase) 170-270 volts (Phase to Neutral)
Type	Suitable for: 100% Balanced/unbalanced load 100% Balanced/unbalanced supply
Application	Indoor Type
Standard	IS 2026 & IS 9815
Phase	3-Ph, 4 Wires
Frequency	50 Hz
Wave form Distortion	Nil(Negligible)
Response Time	Instantaneous (mili sec)
Speed of Correction	20 to 30 V/sec (as required)
Mode of Operation	Automatic
Suitability	Suitable for all Power Factors
Duty Cycle	Continuous 24 Hrs
Efficiency	As per IS Standards
Losses at No Load	As per IS Standards
Losses at full load	As per IS Standards
Temperature Rise	45°C Above Ambient
Laminations Used	M4 Grade
Carbon Brushes Used	High Grade Graphite
Class of Insulation	Class - A , Greater Than 6M ohms
Break Down Strength	1500 volt AC for 1 minutes (for whole unit)

SECTION – II DISPATCH DESTINATION

Sr. No.	Dispatch Destination	Contact Person Name and contact No.
1.	National Seeds Corporation Limited, Plot No. B-17, UPSIDC, Industrial Area, Mathura Road, Sikandra, Agra, UP.	Mr. Aman Deep Chaudhary, Are Manager Cont. No.- 9794101995 E-Mail – agra@indiaseeds.com.