

**NATIONAL SEEDS CORPORATION LIMITED**  
**(A Govt. of India Undertaking)**  
**Plot No. 24, Phase No.9, Industrial Area**  
**Regional Office, Mohali-Chandigarh**

No: 5(2)/Engg./NSC/CHD/21-22

Dated: 03.11.2021

**NOTICE INVITING TENDER**

Sealed tenders in two bid system are invited from reputed Companies for supply of two numbers of Portable Turmeric Processing Plant cap 100 Kg per batch. The tender documents along with terms and conditions are obtainable @ Rs. 590/- (including GST) per set from above office. The tender documents can be seen and downloaded from NSC's website [www.indiaseeds.com](http://www.indiaseeds.com). Any addition or deletion can be uploaded only in the website.

Regional Manager

**National Seeds Corporation Limited**  
**Regional Office: Mohali-Chandigarh**

No.5(2)/Engg/Tender/NSC-Chd/2021-22

Dated: 03.11.2021

National Seeds Corporation (A Govt. of India Undertaking) Mohali -Chandigarh invites Short term Offline Tender in two bids system (Technical & Financial) towards purchase of Portable Turmeric Processing Plants Cap-100Kg/Batch. Therefore, interested parties are requested to submit their offer up to **1:00 PM on dated 09.11.2021** at NSC, Regional Office, Plot No.24, Phase-9, Industrial Area Mohali & after that tender shall be opened on assigned date in the presence of Tenderers if any. The undersigned reserves the right to accept/cancel all or any Tender without any reason. Any further corrigendum(s) to this tender shall be published only on our website [www.indiaseeds.com](http://www.indiaseeds.com) Details of tender are as follows:

<b>Particulars</b>	<b>Details</b>
Place of Tender	NSCL Mohali -Chandigarh
Tender Document Download Date	03.11.2021 to 09.11.2021
Open Tender Date	09.11.2021
Last date and time for submission of bid	09.11.2021 01.00PM
Date and time for opening of Technical bid	09.11.2021 02.30PM
Date and time for opening of Financial bid	09.11.2021 03.00PM
EMD (To be deposited online via RTGS/NEFT/DD)	Rs.15000/- (Twenty Thousand Rupees Only)
Tender Fee including GST (To be deposited online via RTGS/NEFT/DD)	Rs.590/- (Five Hundred Ninety Rupees Only including GST)
Bank Details	National Seeds Corporation Ltd. Mohali State Bank of India CC Account No.: 32919441606 IFSC Code: SBIN0031859
Address for Communication	National Seeds Corporation Limited Plot No.24 Phase-9,Industrial Area, Mohali, Pin- 160062
Contact Person (with Contact No. & E-Mail)	Regional Manager Ph-0172-2214388,2215388 Email: <a href="mailto:rm.chandigarh@indiaseeds.com">rm.chandigarh@indiaseeds.com</a> <a href="mailto:chandigarhnscl@gmail.com">chandigarhnscl@gmail.com</a>

Regional Manager

**INSTRUCTIONS AND TENDER TERMS & CONDITIONS FOR PURCHASE OF  
Portable Turmeric Processing Plants**

**Specification For Portable Turmeric Processing Plants**

**Wood Fired Turmeric Cooker (Mobile Type)**

**Steam Cooker:-**

1. Material Mild Steel Sheets minimum thickness 5mm, MS Seamless Pipes minimum thickness 2mm.
2. Minimum one Pressure Safety Valve, Pressure Gauge, Glass tube Water level indicator length 10 inches with valves set, Drain Point 1 inch, Steam outlet and water inlet point.

**Water Reservoir:-**

1. Mild Steel minimum thickness 2mm Capacity 150 Liters minimum.
2. Mild Steel Cone Container (Minimum Capacity 100kg Turmeric per batch)
3. MS Sheet thickness minimum 2mm.
4. Container Size minimum diameter should be 23 inches and Height minimum 34 inches with manual opening at top with cover and gate at bottom side for drain.
5. MS Furnace double jacketed, Outer diameter minimum 23 inches and height 24 inches with opening gate size minimum 14"x14" for wood filling and grating at bottom for ash collection.

All fitted on Frame having hook with two wheels for easy transportation and handling from one place to another.

## INSTRUCTIONS:-

1. Rate shall be quoted in rupees on F.O.R. basis. The rate shall be all inclusive of all taxes etc and no other claim on taxes etc if any shall be entertained.
2. In Case L-1 party is not in position to supply the required quantity as per NIT, NSC may consider the next party at L-1 Rate on merit basis.
3. The tender shall be accompanied by interest free EMD Rs. 15,000/- by **Bank Demand Draft payable at National Seeds Corporation-Mohali**. Tenders without EMD shall be rejected. Only MSME/NSIC firm is eligible for EMD Exemption. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose. EMD of unsuccessful tenderers will be returned within 20 days from tender opening in subject to written request received from the party to refund against the NIT. EMD is refundable on fulfillment of the supply as per the terms and conditions after successful completion of tender tenure.
4. Tender will be received in the day up to 1:00 PM on **09.11.2021** and technical bids will be opened on the same date at 2:30 PM in the presence of those Bidders who may wish to be present. Financial Bid will be open on **09.11.2021** at 03:00 PM.
  5. The supplier's offer shall be valid at least for 180 days and further may be extended.
6. Delivery of the entire quantity must be completed within 60 days of NSC's final confirmation/receipt of the work order.
7. The successful bidder shall submit / deposit interest free Security Deposit **@5%** of total value. Failure to submit the security deposit will imply forfeiture of EMD. The Security Deposit shall be refundable 30 days after satisfactorily delivery as per work order.
8. The successful bidder shall at his own cost execute an Agreement with NSC on non-judicial stamp paper of required value (Rs. 100/-) for arranging the supply as per these Terms and Conditions and dully signed each copy/page of the Terms and Conditions shall be submit to NSC along with the Security Deposit.
9. The party who is under litigation with NSC or arbitration case pending in this office or has issued / got issued a legal notice in the past shall not participate in the tender.
10. **Bidders must have to attached a certificate that he is not black listed from NSC or any other Central / State Govt. or other organization on non-judicial notarized stamp paper of required value (Rs 100/-).**
11. Conditional offers shall not be accepted and the tender shall not be imposed any additional term / condition.
12. All the terms and condition must be signed by the participants.

## TERMS AND CONDITION

1. Two bid system will be followed, technical bid and financial bid.
2. NSC will only provide the destination to the successful bidders.
3. Bidder fail to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting bidder.
4. NSC may increase/decrease the final requirement of the quantity in the NIT. NSC may issue **repeat orders** at the final rates if require at the same terms and condition.

### 5. **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 Chandigarh.

**(B)** Unless otherwise specified in the contract, 90% of the invoice value (Equipment) 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) .

#### **Balance 10 % payment shall be made as below:-**

Balance 10% of the invoice value ,along Installation and commissioning charges as may be applicable shall be paid after 30 days after installation, commissioning & satisfactory performance during trial and the test report issued by respective unit(Area Manager NSC)

6. In the event of any dispute / complaint with reference to the quality, if the responsibility of the supplier has proved / established, he shall bear the loss / damage.
7. NSC reserves the right to accept / reject any or all the tenders without assigning any reason what so ever.

8. 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. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the 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.
9. NSC shall not be responsible for fluctuation of the market rate of the ordered quantity. The bidder shall be required to supply the Portable Turmeric Processing Plants at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms & conditions of the agreement to the satisfaction of the Corporation.
10. NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Regional Manager further reserves the right to award contract / issue the order for supplies to more than one bidder.
11. The bidder shall be responsible for GST and income tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
12. NSC will not responsible for the losses incurred to the supplier / bidder due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
13. The quantity/quality shall be checked at any point of transaction and in case of any defecting NSC will not pay any cost against such supplies.
14. The bidder will have to give name of the firm, postal addresses, pan card, Identity card and telephone/ Fax Nos. e-mail, name of the responsible person in the tender form to make further communication.

## **15.PRE-DELIVERY INSPECTION:**

Purchaser 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 .

## 16.MARKING:

The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made thereunder 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.

## 17.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.

## 18.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/dispatch destination.

b) The supplier is responsible to give safe delivery of the equipment at. Dispatch Destination. 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.

## 19.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.

© 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.

## 20.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.** 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 damage (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 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.

## **21.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.

## **22.FORCE MAJEURE:**

I. Notwithstanding the provisions of above Clauses 19 (Warranty) & 20 (Liquidated damages), 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.

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 Purchaser 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

## **Special conditions:-**

- 1. comprehensive Warranty 01 Year from Date of completion/commissioning.**
- 2. Demonstration of smooth operation of equipment for 02 days after successful completion.**
- 3. Free operational training to beneficiary farmers has to be provided by the supplier.**
- 4. Supplier should provide operational cum maintenance manual and drawing if any.**

**PART - A**

**PROFORMA FOR TECHNICAL BID**

S. No.	Name of Firm/ Company	Name of owner / Proprietor	Registration of Firm/ Company etc.	Address	Contact No.	GST No.	PAN No.
1.	2.	3	4.	5.	6.	7.	8.

- Attach Affidavit of not black listed certificate.
- Attach copy of signed terms and conditions of NIT.
- Attach copy of registration of firm.
- Attach copy of GST.
- Attach copy of PAN.
- Attach copy of MSME/NSIC Certificate.

**AFFIDAVIT CERTIFICATE - 1**

I, \_\_\_\_\_(Name, Designation and Address) hereby declares that my firm / Company has not been debarred/ black listed by any of the Govt. Department / Govt. Agencies where I had supplied the seeds/material during the last \_\_\_\_\_years and also no arbitration case pending in NSC office.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full Address \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

**AFFIDAVIT CERTIFICATE**

I \_\_\_\_\_(Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm under no circumstance exceeded lowest price of identical goods given to government and semi-government organizations.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full Address \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**PART - B**

**PROFORMA FOR FINANCIAL BID**

S.No	Item	Quantity	FOR Location For Processing Plant	Rate Rs./Ex-Godown (including all taxes)	Rate Rs/F.O.R (including installation and all taxes)	Amount in words
1.	Portable Turmeric Processing Plants	2	Gram Panchayat Village/Place- Haldukhal P.O- Biyasi Block- Nainidanda Dist- Pauri Garhwal (Uttarakhand), Pin Code-246161 Though NSC Hempur			

**Special conditions:-**

4. Free Comprehensive Warranty 01 Year from Date of completion/commissioning.
5. Demonstration of smooth operation of equipment for 02 days after successful completion.
6. Free operational training to beneficiary farmers has to be provided by the supplier.
7. Supplier should provide operational cum maintenance manual and drawing if any.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the firm/Company \_\_\_\_\_

Full address \_\_\_\_\_

Rubber Stamp \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

## AGREEMENT

This agreement is made on this \_\_\_\_\_ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-12 (hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. \_\_\_\_\_ (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing Lead Seal invited offers vide tender No. \_\_

AND WHEREAS the supplier submitting their tender No. \_\_\_\_\_ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ with supplier for the supplies of items/materials as per specifications quantities and No. mentioned in Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the supplier have agreed to all the terms and conditions of tender document, for Tender No. \_\_ which shall form part of this agreement.

### 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. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the 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.

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provisions of Arbitration Act, 1996.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such

dispute or difference shall be referred by either party to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In-charge of the Bureau of Public Enterprises. The Arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

No amendment 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 and on behalf of the National Seeds Corporation Ltd. Mohali.**

**Witness**

**Witness**

**1.**

**1.**

**2.**

**2**