

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)
OFFICE: CENTRAL STATE FARM-JAWALGERA (RAICHUR)-584 143
(Karnataka)
(CIN NO: U 74899 DL 1963 GOI 003913)



E-TENDER NOTICE

TERMS & CONDITIONS OF TENDER/CONTRACT FOR: Supply, Installation & commissioning of cold storage room {(24 ft(l) x20 ft(w) x8 ft (h)} in existing godown at NS.C.L. Central State Farm Jawalgera.

Name of work: - Supply, Installation & commissioning of cold storage room {(24 ft(L) x20 ft(W) x8 ft (H)} in existing godown at N.S.C.L. Central State Farm Jawalgera.

Contact details:

Particulars	Telephone	E-mail	Fax
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Central State Farm – Raichur	Sh. Ramniwas Yadav (Farm Director) 9664297014 Sh. Jagminder Singh, Junior Engineer (Civil), 7337780403,	csf.raichur@indiaseeds.com	
Web Site	https://indiaseeds.com , https://indiaseeds.eproc.in		

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**NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
Central State Farm, Jawalagera (Raichur)**

No. CSF/JWL/6(28)/2021-22/Civil/

Dated: 23.02.2022

Notice Inviting Tender

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE MODE
ON NSC e-Portal: <http://indiaseeds.eproc.in>

National seeds corporation ltd ,CSF,Jawalgera (Tq: Sindhanoor)invites item rates e-tender from reputed contractor/firm/ supplier of authorized dealer/manufacturers registered with PWD/CPWD/municipal/Semi Govt. organization/any state government authorities and having executed the similar kind of work regarding Supply, Installation & commissioning of cold storage room in existing godown at N.S.C.L. Central State Farm Jawalgera.. The details are mentioned as below:

S.No	Location/Farm	No/Unit/Area	Time period	Work
1.	CSFJawalgera, Raichur (Karnataka)	In NIT	30 days	Supply, Installation & commissioning of cold storage room -5.0 TR (2.5 TR/each set with 30,000 BTU/hr capacity) {24 ft(L) x20 ft(W) x8 ft (H) } in existing godown at N.S.C.L. Central State Farm Jawalgera.

The estimated cost is Rs.13.55 lakhs.
EMD Amount Rs 34,000.00

E-Tender documents containing Tender forms, specification, terms and conditions, destinations etc can be seen and downloaded on payment of **Rs 590.00/- (non-refundable inclusive of gst 18%) through online payment against tender fee.** Tender document can also be downloaded from NSC's website: <http://www.indiaseeds.com> or Central Procurement Portal www.eprocure.gov.in also but the bidders shall have to pay the cost of tender through **online mode only.**

A bid without payment of Tender cost is liable for rejection. However, MSE's registered with NSIC are exempted from payment of cost of tender document subjected to furnishing valid documentary proof in support of claim along with their request letter.

EMD amount of Rs. 34,000.00 shall be submitted through online payment mode only.

The EMD and tender fee paid through online only in e-portal.

Bidder has to **submit the tender online** following the instructions appearing on the screen/NIT.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website/e portal

Last date and time for receipt of Bids: upto 13.00 hrs on 15.03.2022

Date & Time of Opening of Bids: At 15.00 hrs on 15.03.2022

Farm Director

PART– A.

SECTION-I

Eligibility

Technical

- a. Tender is invited from reputed manufacturers, suppliers of industrial type air conditioning system, experienced Contractors, supplier of authorized dealer registered with CPWD, MES and any State/Semi Govt. Organization.
- b. Bidders should have experience in supply, installation and commissioning of at least 3 units of air conditioning unit cold storage room industrial type having capacity higher than 04 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**.
- e. EMD & Tender Fee should be submitted.
- f. MSME claiming for turnover, EMD & Tender Fee relaxation shall submit the request letter in technical bid.
- g. 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.
- h. 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**.
- i. 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**.
- j. Person Authorized for Signing the Bid with Valid letter on Firm/Company letter Head.
- k. Copy of GST Registration No. & PAN No,
- l. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate
- m. Each and every concerned pages of tender document should be digitally signed.

Financial

- a. The Average Annual Turnover in last three years of the bidder should not be less than 20 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. MSME firms, registered with NSIC should submit required Certificate with proper validity along with udyog Aadhar registration number
- c. A copy of Income-tax Return for the last three years should be submitted.
- d. Average annual financial turnover during the last 3 years, ending 31 st march of the previous financial year, should be atleast 30 % of estimated cost.

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

Scope of Works

The AC Cold storage room in existing godown package unit system should be completed in all respect and should be consisted of PLCpanel 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. Supply AC units as per the specification with all the control units, all accessories.
2. Three phase servo stabilizer of suitable matching size for each AC refrigeration units of 02 set.
3. Preparation of general arrangement drawings layout for installation of plant room.
4. Installation of A.C cold storage room package unit on turnkey basis.
5. Providing & fixing of PPGI inside & outside with pre fabricated puffed panels, the dimension of the A.C cold storage room is 20ftx24 ftx8 ft.
6. Supply and installation of temperature indicator unit (Dry and wet bulb) and hygrometer(for RH) shall be installed inside and outside of the A.C. cold storage room .
7. 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.
8. After successful testing of the different items in parts, the Contractor shall provide all facilities including necessary piping, tools and equipments etc. for carrying out testing and commissioning of the AC Cold storage room.
9. Physical completion of installation of A.C. cold storage 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.

INSTRUCTIONS TO BIDDER – ONLINE MODE

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.

1) PREPARATION SUBMISSION OF APPLICATION

Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen /NIT.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking/ Debit Card/Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

2) MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

Any alteration / modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.

For modification of e-bid, bidder has to decrypt its old bid from e-tendering portal and upload /resubmit digitally signed modified bid.

For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

3) OPENING AND EVALUATION OF APPLICATIONS

Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online. NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e., in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document. The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

4) DISCLAIMER:

The vender must read all the instruction in the RFP and submit the same accordingly.

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" . Tenderers 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. The inspection, Verification and Testing charges will be borne by NSC and hence these charges should not be included in the rate offered. 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 **paras 12.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 Proforma given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and 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 its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

20. FORFEITURE OF THE EARNEST MONEY:

Earnest Money may be forfeited.

a) 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 be a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

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. 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.

30. CONTRACTS:-

- a) **SIGNING OF CONTRACT :-**The successful tenderers within 07 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 07 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.

Failure of the successful tenderer to comply with the requirement of clause 31 (a) & 31 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

31. 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 07 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 Bid").

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 07 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/total quoted price rate 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.

5. The performance security may be furnished in the form of Insurance surety bonds, account payee demand draft, fixed deposit receipt from a Commercial bank, bank guarantee from a commercial bank or online payment in the acceptable form safeguarding the purchasers interest in all respects.

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

6. DELIVERY & Installation : - The supplier shall undertake to complete the supply, installation and commissioning as per scope of works **AC cold storage room package unit at sites within 30 days** from the date of issue of supply order/work 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.

7. PLACE OF DELIVERY:

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

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 its 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 07 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 warranty.

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 Farm Head 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 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.

17. TERMS OF PAYMENTS:

(A) All invoices shall be prepared 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

Unless otherwise specified in the contract, 70% 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 30 % payment shall be made as below:-

Balance 30% of the invoice value , the 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:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation/purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be at New Delhi. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever.

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

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.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The arbitration & conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India.

Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

19. 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 sopayable 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 Bid”).

SECTION – IV

TENDER FORM

To

FROM

The Farm Head

National Seeds Corporation Ltd.

Central State Farm, Jawalgera,
Tq: Sindhanur, Distt: Raichur
Karnataka-584143.

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-IV-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 30 days from the date of placing of order after providing seven days delivery period.
- V. NEFT/ UTR No. ___ dated ___ for Rs. ___ (Rupees ___) paid online for EMD & Tender fee is to be enclosed.

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 30 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 NSC,CSF jawalgera and will be opened and decided at nsc,csf Jawalgera 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 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 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:-----



Annexure-IV**To**

The Farm Head

National Seeds Corporation Ltd.

Central State Farm, Jawalgera,
Tq: Sindhanur, Distt: Raichur
Karnataka-584143.**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 03 units of air conditioning cold storage room unit industrial type having capacity higher than 2.5 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. Average annual financial turnover during the last 3 years, ending 31 st march of the previous financial year, should be atleast 30 % of the estimated amount.

- c. Attach supporting documents.

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

Type of Employee	No.	Qualification	Experience
1	2	3	4

D. Warranty of AC cold storage room packaged unit (complete line) & Accessories:-

Minimum warranty period required	Offered warranty period
12 months	

E. 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	

F. Financial :-

a) Financial statement:- ITR for last three year

Financial year	ITR (Rs.)	Remark if any
1	2	4

b) MSME registration with NSIC certificate with proper validity along with udhyoug adhar 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

c) MSME claiming 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

a) EMD & Tender fee:

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

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 & PAN No.:-

GST No & PAN 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.

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 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 de-barred 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/Man facture	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 refrigerator capacity 30,000 BTU/Hr -02 set Brand : Blue Star/ Hitachi/whirlpool Usage/Application :Industrial Use Capacity : 2.5 Tr each set Feature : Service-friendly design Phase : 3 Phase Compressor Type : Dual(hermetic type)				
2.	Servo voltage stabilizer				

SECTION – V Price Bid Form

To

The Farm Head

National Seeds Corporation Ltd.

Central State Farm, Jawalgera,
Tq: Sindhanur, Distt: Raichur
Karnataka-584143

From s-----

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 cold storage room in existing godown package units:-

Sl. No.	Description of items	QTY.	RATE	GST%	Total FOR Amount
1.	Supply of pre fabricated panels for cold room size 24 ftx20 ftx08 ft as per specification and scope of work in existing godown along with tile flooring on PUF panels.	01 no.			
2.	Supply of outdoor unit for cold room of size 24 ft x20 ft x08 ft (including all accessories for A.c package unit for capacity of 2.5 TR-01 no.)	02. No.			
3.	Supply of indoor unit for cold room of size 24 ft x20 ft x08 ft(including all accessories for A.c package unit for capacity of 2.5 TR-01 no. with servo stabilizer-01 No. as per specification.)	02 No.			
4.	Supply ,installation & commissioning charges for cold room including electric control panel, low side materials of temperature indicator unit (Dry and wet bulb) and hygrometer (for RH) shall be installed inside of the A.C. cold storage room and outsideof the cold storage room.	each			

SECTION – VI FORM OF PERROMANCE SECURITY (GUARANTEE)

BANK GUARANTEE BOND

In consideration of the **National Seeds Corporation** ,CSF Jawlagera(hereinafter called **Corporation**) to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called” the Contractor) for the work----- (hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs.-----) in the form guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We----- (hereinafter referred to as the Bank) hereby undertake to pay the Corporation an amount not exceeding Rs.-----)on demand by the Corporation.

2 We,----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rs. ----- only.)

3 We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4 We----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5 We----- (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission.

On the part of the Corporation any indulgence by the Corporation to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7 We----- (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8 This guarantee shall be valid up to ----- unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.---- (Rs._-----) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of bank)

SECTION – VII FORMAT OF AGREEMENT

Contract no.

Dated

This agreement is made between National Seeds Corporation Limited, Central state farm Jawlagera.-----
----- having its registered office at Beej Bhawan, Pusa complex, New Delhi-110012 as the first
part, referred here after as corporation and M/S or
Sh..... , the party as the second
part, referred as contractor for at-----
-----.

Whereas the Corporation being desirous of having performing the provision of works mentioned above, enumerated or referred in Notice inviting Tender, General conditions of contract, specifications, Drawing and other documents constituting the tender and acceptance thereof, copy hereto annexed, all of which are designed in form of this contract and are included in the term „CONTRACT“ when ever here in used.

And whereas the Corporation accepted the tender of contractor for the provision and the execution of the said work upon the terms and conditions as contained in the tender documents submitted by the contractor form in part of the contract.

Now this agreement witnessed and it is hereby agreed and declared as follows:

1. The consideration of the payment to be made to the contractor for the works to be executed by him the contractor hereby covenant with the corporation of contractor shall and will duly provide, execute and complete the said works in ----...months as per the terms of the contract and maintain the same at his own cost during the maintenance period,
“..... ”,thereafter , perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonable necessary for the completion of the said works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.

2 In consideration of the due provision, execution and completion of the said works, the corporation does hereby agree to pay to the contractor for the works actually done by him at the rates quoted by the contractor against the bill of quantities forming part of the tender documents and accepted by the corporation or at Agreed Rates and such other sums are may become payable to the contractor under the provision of the contractor such payments to be made at such time and in such manner as provided for in the contract.

3 And in consideration of the above, the contractor does hereby agree to pay to the Corporation the sums as may be due to the corporation for the services, if any, rendered by the corporation to the contractor and such other sum or sums as may become payable to the corporation as per the terms and conditions of contractor, such payment to be made at such manner as it provided in the contract.

4 Notwithstanding the execution of this agreement at any place other than Delhi the parties expressly agree that this Agreement shall be deemed to have been signed at Delhi and the courts at Delhi alone shall have jurisdiction in respect of this contract and dispute if any. The parties shall not take any proceedings in any other court having concurrent jurisdiction in the matter.

Arbitrations

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.

In witness where of the parties hereto have signed on the date respectively set under their signatures

SIGNED AND DELIVERED FOR AND ON BEHALF OF PARTY AT

In the presence of :-

Witness 1 _____.

2 _____.

SIGNED AND DELIVERED FOR AND ON BEHALF OF NSC LTD AT

In the presence of :-

Witness 1 _____.

2 _____.

PART –B.

SECTION – I
TECHNICAL SPECIFICATIONS

Technical specification for 5.00 TR Cold storage unit (01 unit of size {(24 ft(l) x20 ft(w) x8 ft (h))})

Supply, installation, testing & commissioning of 5.0 TR(2.5 Tr-02 No.) capacity refrigerator conditioner of 30,000 BTU/Hr x 2set unit in single storage room in the existing godown as per the following specification:-

The AC cold storage room unit shall maintained the temperature in the seed storage godown at +08 degreeCelsius to +12 degree Celsius suitable for the storage of seed.

- (A) Nominal cooling capacity (TR) : 5.0(2.5 Tr-02 no.)
- (B) Rated cooling capacity: 30,000 btu/hr x 2set .
- (B) Refrigerant : R- 404 A (eco friendly)
- (C) Finish : PPGI inside and outside cold storage room.
- (D)The unit to include built-in controls like HP/LP/OL/UL,digital temperature indicator cum controller, electric panel with phasesequence relay and display of same.
- (E) Door size & type : Outside & Inside PPGI lamination saving type with 34” x78”:
clear opening Accessories :Anti condensation door Heater, Human safety release Knob.
- (F) Product daily incoming: Cold storage room with 1000 Kg’s/day with 10,000 Kgs storage capacity.

Indore Unit(IDU):

- (I) Type of blower : Prefabricated Modular PUF panels with cyclopentane blowing agent .
- (II) Power supply: 415v, three phase,50hz
- (III) Air filter : non-woven polyester media enclosed by HDPE mesh
- (IV)Controller : microprocessor based with LCD display
- (V) Evaporator coil : hydrophilic blue fin anti corrosion coatings
- (VI) Compressor type: hermetically sealed scroll (high energy efficient)
- (VII) No. of compressor units : 02 nos. in each units.
- (VIII) No. of IDU: 02 units with strip curtain provided inside
- (IX) Type of insulation for floor 50 mm PUF slabs with tiles flooring on above PUF slabs.

Outdoor Unit(ODU):-

- (I) No. of ODU : 02 nos. for each units.
- (II) Condenser type : air cooled hermetic scroll type compressor.
- (III) Condenser fan type : propeller
- (IV) Power supply: 230v, single phase/Three phase as per requirment,50hz
- (V) The unit shall be designed to operate effectively at higher ambient temperature, up to 38 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 suitable electrical cable from IDU to ODU of make finolex/fine cab/equivalent – as per requirement.
4. Four core electrical cable (armored) of make finolex/fine cab/ equivalent - fromdepartmental power supply to IDU - as per requirement.
5. PVC drain of suitable diameter with fittings and clamping - as per requirement.
6. Air cooled condensing unit discharge and liquid lines valves shall be fixed
7. Led internal lighting arrangement
8. . Approved makes : blue star /Hitachi/whirlpool

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.

All cables shall have stranded aluminum conductors. All cables joints shall be made approved manner as per standard practice by crippling tool.

10. **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.

11. 20 KVA 3 phase servo voltage stabilizer having following specification.

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

Capacity	20 KVA
Make	ISI
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
Phase	3-Ph, 4 Wires
Frequency	50 Hz
Wave form Distortion	Nil(Negligible)
Response Time	Instantaneous (mili sec)
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	38°C Above Ambient
Laminations Used	M4 Grade
Carbon Brushes Used	High Grade Graphite
Class of Insulation	Class - A , Greater Than 6M ohms

1. TRAINING OF STAFF (Electrical Engineer, Mechanical Engineer, Technicians)

- i. Training of users on operation and basic maintenance.
- ii. Advanced maintenance tasks required shall be documented.

2. **RECOMMENDATIONS OR WARNINGS:** Any warning signs would be adequately displayed.
3. **WARRANTY:** Should provide minimum warranty of 12 months & AMC as per requirement.

SECTION – II

DISPATCH DESTINATION

Sr. No.	Dispatch Destination	Contact Person Name and contact No.
1.	The Farm Head, National Seeds corporation Limited, Central State Farm-Jawalgera, Tq: Sindhanur, Distt: Raichur Karnataka-584143	Sh. Ramniwas Yadav (Farm Director) 9664297014 Sh. Jagminder Singh, Junior Engineer (Civil), 7337780403

