

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

Regional Office: Secunderabad

CIN: U74899DL1963GOI003913



(COMPETITIVE BIDDING)

**TENDER DOCUMENT FOR SUPPLY OF AUTOMATIC WEIGHMETRIC
FILLING & SEALING MACHINE (DOUBLE HEAD) FOR PRE FORMED
LAMINATED POUCHES AND NON WOVEN/HDPE BAGS**

**LAST DATE&TIME FOR RECEIPT: UP TO 14.00 HR. ON 30.07.2018
OF BIDS.**

**DATE & TIME OF OPENING: AT 14.30 HR ON 30.07.2018
OF BIDS.**

NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

REGIONAL OFFICE: SECUNDERABAD

CIN: U74899DL1963GOI003913

Phone No. 040-27731152

E-mail: rm.secunderabad@indiaseeds.com

No.Engg/PkgMachine/NSC-HYD/18-19

Dt: 06.07.2018

Part-A

NOTICE INVITING TENDER

E-tenders are invited in prescribed Tender Form from reputed manufacturers/ suppliers for supply of following machinery:-

Item	Quantity (Nos)	EMD Amount (Rs)
Automatic weigh metric filling & Sealing Machine for laminated pouches or Non Woven/ HDPE Bags along with 2 HP Compressor and 5Kv Stabilizer	2 No.	50,000/-

The tenderer has to register & Submit e-tender through our website <https://indiaseeds.eproc.in>. Along with cost for tender document of **Rs.1000/-(non-refundable)**. The tender document can also be seen and downloaded from our website www.indiaseeds.com. Payment may be done on-line or through RTGS/NEFT after generating E-challan from <https://indiaseeds.eproc.in>.

Provision for relaxation to all Startup Enterprise prior turnover and prior experience in Public Procurement is applicable as per DIPP Office Memorandum No. F-20-2/2014-PPD (Pt0 dated 27-08- 2017 subject to furnish of the documentary proof in support of claim along with their request letter.

Bid without payment of Tender cost and EMD shall be liable for rejection. However, MSEs registered with NSIC companies are exempted from payment of cost of tender document & EMD. MSEs are entitled to avail the benefit of purchase preference as per Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, subject to furnishing of the documentary proof in support of claim along with their request letter.

NSC reserves the right to accept or reject any or all 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 <https://indiaseeds.eproc.in>.

Last date and time for receipt of Bids : Up to 14.00 hr. on 30.07.2018

Date & Time of Opening of Bids : At 14.30 hr. on 30.07.2018

Regional Manager

**TECHNICAL SPECIFICATION FOR SUPPLY OF AUTOMATIC WEIGHMETRIC
FILLING MACHINE**

(WITH 1KG TO 8 KG (DOUBLE HEADS CAPACITY))

<u>SYSTEM</u>	: Automatic weigh metric filling and Sealing Machine (Model should be approved by Govt. of India (Certificate to be enclosed)
<u>PRODUCT</u>	: Seeds.
<u>FILLING RANGE</u>	: 1kg to 8kg
<u>POUCH / BAG</u>	: Pre formed Laminated Pouches or Non-Woven/HDPE bag.
<u>FILLING SYSTEM</u>	: Weight metric load cell based system.
<u>NO OF FILLING HEADS</u>	: 2 heads
<u>POWER</u>	: 220V AC.
<u>POWER CONSUMPTION</u>	: 5 KV
<u>FILL ACCURACY</u>	: $\pm 0.05\%$
<u>FILLING SPEED</u>	: 10 packets per minute for 8kg, 12 packets per Minute for 6kg, 13to14 packets per minute for 5 kg, 15 packets per minute for 3kg, 20 packets per minute for 1kg. (No of packets per Double Head)
<u>COMPRESSOR</u>	: 2 HP motor, 120 litres tank capacity, 6 Kg cm ² Pressure, 1/4" F R L Unit
<u>SYSTEM SPECIFICATIONS</u>	: L X B X H (APPROX) 4 "X 3 'X 9 "
<u>SYSTEM WEIGHT</u>	: 1200 KGS (Approx)
<u>MATERIAL OF CONSTRUCTION</u>	: All contact parts are to be stainless and Others mild steel duly painted.
<u>STABILIZER</u>	: 5Kv single phase

INSTRUCTIONS TO TENDERER**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>.

1. ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- (ii) C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s. DSC Procurement request may be sent to vikas.kumar@c1india.com for more details during NSCL working days.
- (iii) 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 in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- (iv) After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt of DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- (v) All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazette holidays.
- (vi) The amendments/ clarifications to the tender, if any, will be posted on the NSCL E-Tendering Portal <https://indiaseeds.eproc.in>./nac website
- (vii) To participate in bidding, bidders have to pay Rs. 1000/- (non-refundable) towards cost of tender Document and EMD (refundable) as per the amount mentioned in the tender document through online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- (viii) To participate in bidding, bidders have also to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through offline/online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).

(ix) Both “EMD” and “Tender Document Cost” are mentioned in NIT as published at NSCL E-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC under single point registration scheme for the quoted stores are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof along with request letter.

(x) For helpdesk please contact E-Tendering Cell and Help Desk Support.

2. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted following the instructions appearing on the screen/NIT.
- ii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) 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.
- (ii) 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.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

4. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through online process.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date.
The price bid shall be opened for only technically qualified bidders. The date of opening of price bid will be informed online.

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

6. ELIGIBILITY CRITERIA: -Tenderers who are interested to supply 50% of the tendered qty of any item are eligible for participation in the tender. But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity.

The Tenderers has to furnish the list of actual users of the item quoted, for the reference.

Copies of purchase orders secured during last 3 years should be enclosed.

The Tenderers should enclose a copy of current & previous year income tax return duly acknowledged by income -Tax Department.

7. SUBMISSION OF OFFER: - Offer must be submitted on-line. The prescribed tender form is provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

8. DEVIATION IN SPECIFICATION: - Normally no deviation from the specification laid-down in part “A” will be accepted. However, if the tenderer feels that he can supply the items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviate from the specification even though deviation may be minor.

9. DELIVERY OF GOODS:-The delivery period within 30 days from the date of placing order 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-6 of section-II relating to liquidated damages which shall be binding.

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 & unit wise as indicated in part- A of the tender document and should be given strictly in a manner as indicated in the annexure-A of Section-III of the tender document, as under:

A) The rates should be quoted for the offered items on the basis of F.O.R. Kurnool and Nandyal door delivery inclusive of GST, Packing& Forwarding charges, loading and unloading etc.

11. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:- Printed terms and conditions of the tenderer 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: Fixed EMD as indicated at page No. 2(Rs 50,000/-) of the tender document against respective item of the tendered item.

- A) **Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro small medium Enterprises(MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided 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.**
- B) The Public Sector Undertaking may also deposit EMD in the form of FDR or Bank Guarantee issued by any **Nationalized/Schedule Commercial Bank of any branch** for a term of 6 months.

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

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 above will be rejected by the purchaser as non responsive.

13. FORMAT AND SIGNING OF TENDER: -(a) **Tenderers** are required to submit their e- tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. It shall be digitally signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

14. PROCEDURE FOR SUBMISSION OF TENDER: - The **Tenderers** shall attach technical specifications of quoted item, Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of Part „B“ of tender document ,requisite EMD, profile of the company as per Annexure-B of Section-III Part „B“ along with documents as per the check list and other document if any in support of offer. All papers should be digitally signed.

PRICE BID -Containing prices as per clause-10 of Section-I Part-B in a prescribed Performa given in Annexure-A Section-III Part „B“ of the tender document.

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

16. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser no later than time and date specified in the invitation for tender .In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received upto the appointed time on the next working day.

17. LATE TENDER: -After deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will not be entertained.

18. OPENING OF TENDER: - The purchaser/Corporation will open tenders online. The “**Technical & Commercial bids**” shall be **opened on the date of opening tender** and “**Price Bids**” of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid** will **be informed separately**.

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 by the Tenderer on the Tender Form:

Or

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

(i) To sign the contract in accordance with clause no. 30(a)

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-II of Part „B“ 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 60 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected
- 23. AWARD CRITERIA:** -Subject to Clause NO. 25, the purchaser 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.
- 24. 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 the quantity of goods specified in the schedule of requirements without any change in price or other terms &conditions.
- 25. PURCHASER"s RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**
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The Purchaser/Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders any time prior to award of contract, without thereby, Incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser"s action.
- 26. 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.
- 27. SPLITTING OF ORDERS:** - The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.
- 28. PURCHASE PREFERENCE TO MSEs:** - As per Public Procurement Policy for MSEs Order 2012.
- 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 open to the Purchase /Corporation to place repeat order with the supplier on the same rates and same terms and conditions.

30. CONTRACTS:

(a) **SIGNING OF CONTRACT** :-The successful tenderers **within 7 days** from date of issue the Purchase Order , shall sign and date agreement as per the format given in Section -V of part “B” of the tender document. The terms and conditions contained in Section-II of Part „B” 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. 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.

31. REFUND OF EARNEST MONEY:-

(i) Unsuccessful Tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank’s commission for en cashing the same.

(ii) Successful Tenderers:

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.

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. Transfer and Subletting: -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

2. Indemnity:-The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.

3. Signing of Agreement Security deposit:-

The supplier shall **within 7 days** from the date of issue of purchase order furnish **security deposit Rs 75000/-** (Including EMD amount) along with agreement on 100/- Rupees non-judicial stamp paper.

4. Delivery: The supplier shall complete the supply of machinery within 30 days from the date of placing order.

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment term shall be allowed to the supplier. the date of receipt of goods as specified in the prescribed receipt i.e. G R Note issued by the consignee shall be final for the purpose of calculating delivery period.

5. Changes in specifications:

(a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

(b) In case the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation/ purchaser, the supplier will be entitled to receive the payments at the rates fixed by the Corporation/ purchaser after taking into consideration and unsatisfactory quality of the material supplied and not rates mentioned in the purchase order.

6. 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. Subject to Clause 4 (Delivery), if the supplier fails to deliver any or all of the Goods 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 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

7. 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 MD/ CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put 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.

8. Force majeure:-

Notwithstanding the provisions as per tender, 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.

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 Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9. Terms of payments:

(A) All invoices shall be prepared in quadruplicate in the name of name of National Seeds Corpn. Ltd. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

"The material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

Invoice should have GST Nos printed on them (If applicable), In the Tax invoice, cost and GST amount shall be mentioned separately, in case GST claimed and bear a certificate as per clause as per tender. Invoice to be sent in duplicate to concerned consignees and two copies to NSC, H.O.

(B) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against proof of delivery of the material at destination and small Scale ancillary unit having single point registration certificate issued by MSME"s registered with NSIC shall be paid 95% of the invoice value through RTGS after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc on 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 "B"** **Section III.**

10. Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract 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 the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

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

11. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any loss resulting from any such cancellation to the extent as is provided in case of cancellation under “DEFAULT AND RISK PURCHASE” and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

12. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs100 non judicial stamp paper and uploaded.

TENDER FORM

To	FROM
Regional Manager ,
National Seeds Corporation Ltd.,
SECUNDERABAD,
Sir,	

(i) I/We _____ have

read the tender documents as issued by National Seeds Corporation. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I/We agree to keep the offer open for acceptance for a period of **60 days** from the date of tender opening.

(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, terms and conditions for additional quantities.

(iv) I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 30 days from the date of placing the order of Intent.

I offer to supply the following items;

Item	Qty. applied for (full or 50% qty.)
<u>draft</u>	<u>No. _____ dated _____</u>
<u>Bank</u>	for _____
Rs.	(Rupees _____)

_____) drawn in the name of National Seeds Corporation, New Delhi towards payment of the earnest money is enclosed.or online /RTGS/NEFT

OR

We are a small scale unit registered with N S I C under ministry of MSME for item under single point registration scheme after 30.6.81 (photocopy of registration certificate is enclosed) Our Registration No. is.....

(v) I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I/we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi) I/We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between

us and indicated in the letter of acceptance of my/our offer for this work valid on.

(vii) I/ We have read the arbitration clause in Section-I & II of part „B” of the 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 this agreement clause.**

(viii) This tender is being submitted at **Secunderabad** and will be opened and decided at **Secunderabad** and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(ix) Income tax PAN No :- (a copy is enclosed herewith).

(x) GST No. :- (a copy is enclosed herewith).

(xi) **Company profile in the prescribed proforma given in Annexure- B of Section III of part “B” of Tender Document and duly signed & stamped specification for the items of Part “A” and the terms and conditions of Section I & II of Part “B” contained in the Tender document is uploaded.**

(xii) **Rates are quoted as in the prescribed format given in Annexure “A” of Section III of Part B of Tender document**

(xiii) **I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid and the firm is found suitable during spot verification by NSC’s officers.**

(xiv) **I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted.**

Thanking You,

Signature:

Place:

Name of Authorize Signatory:

Date:

Address:

Phone No. :

Seal

Mobile No. :

FORM FOR PRICE BID

To
Regional Manager ,
National Seeds Corporation Ltd.,
REGIONAL OFFICE
SECUNDERABAD

FROM

.....

.....

.....

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. -----
 for the item namely _____ for qty(in Nos)-----
 respectively. Our rates for the aforesaid item &Qty according to the specification, Terms & Conditions are as
 under:

FORM FOR PRICE BID

S. No.	Item	Quantity in Nos.	1	2	3=1+2
			F.O.R Unit Price including loading, unloading, insurance, packing, handling ,transport charges etc. (in Rs.) without GST at	*GST (in%)	Total F.O.R unit Price inclusive of GST (in Rs.)
	Automatic weigh metric filling and Sealing machine for laminated pouches and Non-woven/HDPE bags along with 2HP compressor and 5Kv stabilizer				

* GST % applicable should be mentioned separately as attachment

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

Thanking You

Signature :

Mobile No. :

Seal :

NOTE: Our rates are F.O.R door delivery at NSC Nandyal and Kurnool.

FORM FOR TECHNICAL & COMMERCIAL BID

To
Regional Manager ,
National Seeds Corporation Ltd.,
REGIONAL OFFICE
SECUNDERABAD

FROM,

.....

.....

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/ partnership/Pvt. Ltd. comp any /society/Ltd.etc. with its Registration No.	Names & contact no. of Proprietor's/ Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Details of the Past Experience for manufacturing and or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

S.No.	Name of the Govt. Agency/Govt. Deptt./ Company	Year Of supply	Item Supplied	Quantity & Amount
1				
2				

3. Capabilities with respect to personnel, equipment and manufacturing facilities with details:

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of machines/equipments with full details per day capacity (Item Quoted).

Attached Consent Letter from Concerned Firm in case of Hired Facility.

4. Financial statement :

Financial year	Annual Turnover (Rs. In Lakh)	Annual Profit/ loss (Rs. In Lakh)	Remarks

5. Registration:

GST No. :

6. Income Tax Details :

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

7. Particular of Banker:-

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

8. EMD:

Transaction ID	Date	Remark

9. A undertaking on company letter head or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure-A-1.

10. An Affidavit on Rs 100 non-judicial stamp paper or self attested that **Price Charged for machines /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 given in annexure-A-1.

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,

Signature:

Place:

Name of Authorize Signatory:

Date:

Address:

Phone No. :

Seal

Mobile No. :

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

Affidavit Certificate/ Undertaking on letter pad

I _____(Name, Designation and Address)

hereby declare that my firm/Company has not been debarred/black-listed by any of the Govt. Department/Govt. Agencies where I had supplied the goods during the last _____years and no arbitration case pending in NSC office.

I _____(Name, Designation and Address)

hereby declare that the price charged for quoted item/items under this contract, our firm has 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:

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. A copy of PAN No & Income-tax Return for the current year & previous year.
5. Copy of GST Registration No.
6. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
7. MSME registered with NSIC, **Startup Enterprises registration**, Other Authorities Certificate with proper validity for quoted item.
8. Other document if any in support of the tender.
9. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
10. Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Sami Govt. Organizations.
11. Certificate from the Govt. of India approval of the machinery model.

Note: - In absence of any above document, tender may be consider for rejection or management may relax the same.