

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

**Beej Bhawan, Pusa Complex,
New Delhi-110012.**



COMPETITIVE BIDDING NO. (CBE-XIX)

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING
OF
V.B.ELEVATOR & SP. GRAVITY SEPARATOR
ON TURNKEY BASIS
&
PROVIDING MECHANIC (FOR SEEDS PROCESSING PLANT) ON CONTRACT BASIS
For
GUJRAT STATE SEEDS CORPN. LTD., GANDHINAGAR**

PRE BID MEETING FOR MACHINES DATE &TIME	:	At 11:00 hrs. on 17.02.2016
LAST DATE &TIME FOR RECEIPT OF BIDS	:	UP TO 13.00 hrs of 02.03.2016
DATE & TIME OF OPENING OF BIDS	:	AT 15.00 hrs of 02.03.2016

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012**

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**NATIONAL SEEDS CORPORATION LIMITED
(A GOVT.OF INDIA UNDERTAKING)
BEEJ BHAVAN: PUSA COMPLEX
NEW DELHI-110012**

No.12 (2)/NSC-Engg /CBE-XIX-GSSC / 2015-16

Dated: 05.02.2016

**NOTICE INVITING TENDER: CBE-XIX
FOR SUPPLY, INSTALLATION AND COMMISSIONING
OF
V. B. ELEVATORS & SP. GRAVITY SEED SEPARATORS (Machines)
ON TRUNKY BASIS
&
PROVIDING MECHANIC (FOR SEEDS PROCESSING PLANT) ON CONTRACT BASIS (Manpower)
For
GUJRAT STATE SEEDS CORPN. LTD., GANDHINAGAR (Gujarat)
(Govt. of Gujarat Undertaking)**

National Seeds Corporation Ltd. (NSC) for and on behalf of Gujarat State Seeds Corp. Ltd. (GSSC). invites sealed Tenders from eligible & qualified manufacturers / suppliers and Manpower / Service Providing Agency for supply, installation and commissioning of following machines for 12 Seeds Processing plants located at various locations in Gujarat state on Trunkey Basis and Providing two Mechanics (for Seeds Processing Plant) on Contract Basis.

Sl. No.	Tender Reference No.	Equipment Name / Manpower	Total Quantity	EMD Details (Rs.)
	12(2)/NSC-ENGG/CBE-XIX/2015-16 Dated 05.02.2016	V.B. Elevator – 5TPH	10 Nos.	Rs. 3.00 lakh, DD In favour of NSC, New Delhi-12 .
		Specific Gravity Seed Separator- 4TPH	10 Nos.	
		V.B. Elevator -3TPH	2 Nos.	
		Specific Gravity Seed Separator -2TPH	2 Nos.	
		Mechanic (Seeds Processing Plant)	2 Nos.	Rs. 0.50 lakh, DD in favour of GSSC, Gandhinagar-10

1. Tender No. : CBE-XIX

Sl. No.	Description	Schedule
A	Cost of the Tender Document	For Machines: Rs. 2000/- , DD in favour of NSC, New Delhi.-12 For Manpower: Rs. 500/-, DD in favour of GSSC, Gandhinagar -10. (Non Refundable)
B	Pre-bid Meeting for Machines, Date, Time & Venue	At 11:00 hrs. (IST) On 17.02.2016 NATIONAL SEEDS CORPORATION LTD. Beej Bhawan, Pusa Complex, New Delhi-110012
C	Starting Date for Submission of Bid ,Tender Fee & EMD	From 19.02.2016 in Office Hrs.
D	Closing Date & Time for submission of Bid, tender fee and EMD	Upto 13:00 (hrs. IST) of 02.03.2016 Machines: National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012. Manpower: Gujarat State Seeds Corpn. Ltd., Beej Bhawan, Sector:-10/A , Gandhinagar-382010 (Gujarat)
E	Time and Date of Opening of Bids	At 15:00 hrs. (IST) On 02.03.2016 Machines : at NSC, New Delhi-12. Manpower : at GSSC, Gandhinagar-10 (Gujarat).

Tender documents can be obtained from the office of **Sr. General Manager (Engg.) National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012 & Managing Director, Gujarat State Seeds Corpn., Beej Bhawan, Sector-10/A, Gandhinagar-382010** on payment of Tender fee stated above up to 12:00 hrs of 02.03.2016.

or

The tender document is also available in NSC's web site www.indiaseeds.com and Central Procurement Portal www.eprocure.gov.in. The Tenderer, downloading the Tender Document from web site, shall be required to deposit the cost of tender form by DD and submit its proof. The demand draft may be submitted in a separate envelope along with tender.

2. Complete tender along with the requisite amount of **EMD i.e. Rs. 3.00 lakh (Rs. Three lakhs only) for machines and Rs. 0.50 lakh (Rs. Fifty Thousand only) for Manpower** shall be received in the **Tender Box** kept at **Dispatch Section of NSC, H.Q. National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012 for Machines and H.Q. Gujarat State Seeds Corpn. Ltd., Beej Bhawan, Sector-10/A, Gandhinagar-382010, for Manpower respectively upto 13:00 hrs. on 02.03.2016** . The technical part of bids shall be opened on the **same day at 1500 hrs.** in the presence of desirous tenderers. Bid may also be sent by post to reach at NSC & GSSC before due date and Time. The Price bids of the commercially & technically qualified bidders shall be opened subsequently for which date and time shall be intimated separately.
3. Tenderers should be submitted both Technical bid and Price bid strictly as per instructions to tenderers given in Part-A for Machine & Part –"C" for Manpower of the tender documents.
4. Tender not accompanied with requisite amount of EMD and not submitted as per instructions contained in the tender document are liable for rejection.
5. SSI units under MSME (Micro, Small or Medium Enterprises) registered with District Industries Center (Govt. of India), NSIC for the quoted item under single point registration scheme are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnishing documentary proof in support of their claim along with their request.
6. The Bidders have to sign '**Integrity Pact** 'with NSC for machines.
7. NSC & GSSC reserves the right to accept or reject any one or all tenders for Machine & Manpower respectively without assigning any reason.

Sr. General Manager (Engg.)

PART-A

TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION

AND COMMISSIONING

OF

V.B. ELEVATOR & SP. GRAVITY SEED

SEPARATOR

ON

TURNKEY BASIS

NATIONAL SEEDS CORPORATION LTD.

SECTION - I

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** :- Tenderers interested to quote against this tender to quote the price for all Machine/ equipment covered in a section 1, Part "B". Tenderer should furnish requisite amount of EMD & Tender Cost along with all valid and required documents as per Section III annexure "A" 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-III. 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-II 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 period prescribed. Their attention is also invited to clause-14 of section-II 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 and Providing Mechanic (for Seeds Processing Plant) on Contract Basis** :- The tenderer should indicate the followings separately in summary form:
 - (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.
 - (c) Gujarat State Seeds Corpn. (GSSC) requires two Nos. qualified mechanics for repairs & Maintenance of their seeds processing plant by Manufacturer / Supplier on contract basis. GSSC will pay salary to Service Provider on monthly basis and NSC will not be part of this work. Qualification of mechanic, headquarter of mechanic, duties, other Terms & Condition is given in part "C" of Tender Document. Service Provider should quote their rate as per annexure-2 of part "C". Tender of Manpower shall be evaluated & Finalized by GSSC. However, **this may not form part of Purchase decision for procurement & establishment of Machines.**

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 of each location on Turnkey basis as indicated in the Section-III of part- "B" of the tender documents and should be given strictly in a manner as indicated in the annexure- 'B' of Section-III 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 door delivery as specified in Section-III part "B" inclusive of all taxes (including VAT, Turnover Tax Modvat, Service Tax etc), Duties (Excise, Special Excise, Cess etc), Other tax (Octroi etc), Packing & Forwarding charges etc. **GSSC is in a position to issue "C" Form** for supplies made, if applicable. 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 means delivery at GSSC's Godown at the destination station.

In case, the Corporation requires the material at some other destination station other than specified in Section-III 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-III referred to above, corporation shall be prepared to pay any extra transportation charges on proportionate basis, in case the difference in distance is above 50 Kms.

B) If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax 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. If 'C' Form or any other Form is required, it should be clearly indicated in the tender.

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: Rs.3, 00,000 /- (Rs. Three lakh only) for machines.**

(a) . By means of attaching a **Demand Draft of Rs3,00,000/ drawn on scheduled Commercial Bank** payable at **New Delhi / Delhi** in favor of **NSC Ltd.,** **CHEQUE WILL NOT BE ACCEPTED.** This is meant for Machines.

EMD shall be placed in the envelope **super scribed technical & commercial bids:**

(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 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.

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.TENDERER 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 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 unamended printed literature shall be initialed by the person or persons signing the Tender with stamp.

(c) 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: - The Tenderers shall seal the tender in separate inner envelopes, duly marking the envelopes as **“Technical & Commercial Bid”** and **“Price Bid”** For **MACHINES.** These envelopes then place in **an outer envelope.**

Technical & Commercial Bid envelope for Machine shall include technical specifications of quoted item, Dully filled Tender Form–Section-III, Instruction to Tenderer, Terms and Conditions of contract as per Section-I & II of Part ‘A’ of tender document, requisite EMD, profile of the company as per Annexure-A of Section-III Part ‘A’ along with documents as per the check list and other document if any in support of offer for offer of **Machines.**

All papers should be initialed with stamp by the person or persons signing the bid.

All inner envelopes shall be placed in an outer sealed envelope addressed to **Sr. General Manager (Engg), National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-110012** and super scribing thereon **“TENDER FOR “SUPPLY ,INSTALLATION & COMMISSIONING OF “V.B. Elevator & Sp. Gravity Separator " on Turnkey Basis For GSSC ",TENDER NO. & DATE OF OPENING, THE WORDS “DO NOT OPEN BEFORE -----HOURS ON----- SHALL ALSO BE STATED ON THE OUTER ENVELOPE.**

THE INNER ENVELOPE CONTAINING THE **“TECHNICAL & COMMERCIAL BIDS”** AND **“PRICE BID”** shall also be super scribed thereon **“Technical & commercial Bids”** and **“Price Bids”** as the case may be and **addressed** to the **purchaser** and **name & Address** of the **Tenderer.**

THE OUTER ENVELOPE SHALL INDICATE THE NAME & ADDRESS OF THE TENDERER TO ENABLE TO BE RETURNED UNOPENED IN CASE IT IS DECLARED **“LATE “.**If outer Envelope is not sealed and marked as required above, the purchaser will assume no responsibility for the **bid’s misplacement or premature opening.**

The tenders **not complying** with the manner prescribed herein are liable **for rejection straight away.**

15. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer may modify or withdraw it's 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/Corporation at address specified under Clause 14 above, 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: - Any Tender Received by the purchaser/Corporation after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected and/or returned unopened to the Tenderer.

18. OPENING OF TENDER: - The purchaser/Corporation will open tenders, in the presence of Tenderers or tenderer representatives who choose to attend at specified time & date in the NSC registered office, New Delhi. The envelope containing 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 it's discretion, ask the tenderer for clarification of it's bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

20. FORFEITURE OF THE EARNEST MONEY : - Earnest Money may be forfeited.

(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-II 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 90 days** from the date of opening of the tender. In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

23. FOREIGN COMPANY : - The Indian agents bidding on behalf of any Foreign Company should be registered with DGS&D 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 price or other terms & conditions.

27. PURCHASER's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS :- The Purchaser/Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.

28. NEGOTIATION : - There shall normally be no post tender negotiation. If at all, negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

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

30. REPEAT ORDER : - The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be opened to the Purchaser/Corporation to place repeat order with the supplier on the same rates and same terms and conditions for quantities not more than 50% of the quantity in

the initial purchase order. Repeat Order can be exceeded more than 50% of P.O's quantity on need basis with the prior consent of the supplier.

31. CONTRACTS :-

(a) SIGNING OF CONTRACT :- The successful tenderers within 15 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -V of part "A" of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part 'A' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

(b) SECURITY MONEY: - The Successful Tenders within 15 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished @10 % of the value of the purchase order in shape of Demand Draft or in the form Bank Guarantee, Prescribed Proforma for Bank Guarantee is given in Section IV of Bidding Document.

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.

32. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited 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 encasing the same.

(B) SUCCESSFUL TENDERERS:- (i) The successful tenderer/Tenderers shall deposit the security money within 15 days from the date of issue of purchase order, deposit by demand draft or furnish Bank guarantee in the manner indicated in clause- 3 of Section-II, Part 'A' of the tender document towards security for the due fulfillment of the conditions of the contract and sign the agreement as per the format given in Section -V of part "A" of the tender document.

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

33. PRE-CONTRACT INTEGRITY PACT:-Successful Tenderers whose supply /work order of value of Rs. more than one crore then they have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Proforma given in Section VI part "A" of the Tender Document.

Note: (Duly signed with stamp on each & every page of Section-I i.e. "Instruction to Tenderer" to be placed in the envelopes marked "Technical & Commercial Bid").

NATIONAL SEEDS CORPORATION LTD.

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 15 days from the date of issue of purchase order furnish security deposit along with agreement on non-judicial stamp paper as per prescribed Proforma , enclosed under Section-V of Part-A of the tender document, with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled Commercial Bank payable in New Delhi/Delhi in favor of National Seeds Corporation Ltd.,

OR

(B) By means of Bank guarantee as per prescribed Proforma, enclosed under Section-IV of Part-A of the tender document, issued by any scheduled Commercial Bank, preferable of **NATIONALISED BANK** of any branch and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

OR

(C) In case of Order executed but non-submission of Security Deposit, the same will be deducted from first 80% or 85 % payment without taking consent from supplier and later on Bank guarantee will not be acceptable.

4. **Performance Guarantee Bond :-** Successful bidders are also required to furnish guarantee bond for performance of the equipment during the warranty period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished within 15 days from the date of complete the supply and commissioned the equipment/entire equipment of plant or Security Money may be converted as a Performance Guarantee.

This guarantee bond shall be in the form of Demand Draft or by means of Bank Guarantee as per Proforma attached at Section-IV Part 'A' of the tender document. The Bank Guarantee shall issue by any Scheduled Commercial Bank, preferable Nationalized Bank of any branch. The Bank Guarantee should be accompanied by a forwarding letter of the banker on their letterhead. The Bank Guarantee in Lieu of Security Deposit shall be kept valid for 12 months from the date of issue.

The security deposit shall not be refunded unless the performance guarantee bond stated above has been furnished. The security deposit shall be refunded after successful completion of the contract and furnishing of guarantee bond for performance of the equipment.

OR

Successful bidders may also furnish Composite Bank Guarantee Bond as per Proforma attached at Section-IV Part 'A' of the tender document in lieu of Security Deposit and Performance Guarantee Bond to the tune of 10% value of the contract valid for 21 months within 15 days from the date of issue the purchase Order.

The balance 10% payment shall not be released unless performance guarantee bond is furnished as referred to above. The Security Deposit and Performance Guarantee will be discharged by the Purchaser/Corporation and returned to the supplier not later than 21 months following the date of completion of the supplier's performance obligation, including any warranty obligations, under the contract.

5. Delivery: - The supplier shall undertake to complete the supply; installation and commissioning of Entire ordered quantity of equipment of Seeds Processing plant at sites **within 90 days** from the date on placing purchase order. However, the Job may be completed early also for which no extra benefit or relaxation in payment 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** and certificate of commissioning the Equipment of Seeds Processing Plant on individual basis issued by the consignee and shall be final for the purpose of calculating delivery period.

6. Place of Delivery: - Place of delivery shall be as per Section-III, Part "B" i.e. **"DESPATCH DESTINATION"** of the Tender Document.

7. Pre -Delivery Inspection: - The supplier shall give at least 10 days to the Purchaser/Corporation to inspect the Equipment to confirm their conformity to the contract. For the purpose of the inspection, the supplier or its subcontractor(S) should provide reasonable facilities and assistance –including access to drawing, tools, tackles, production data, labour etc to the inspection team at no charge to the purchaser/corporation. The expenditure incurred by NSC's nominee such as TA & DA shall be borne by the Purchaser/Corporation.

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

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

8. Changes in specifications: - The Corporation/ purchaser should require any changes in specifications, the supplier shall use his best endeavor to comply with the Corporation's / purchaser'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 on inventory of the raw materials, which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the raw material already procured or may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.

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 purchaser/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.

12. Claim of Sale Tax: - Where sale tax is claimed and provided as payable in the supply orders. Payments of the same will not be made unless the following certificate is given along with the bill.

Certified that sales tax claimed in this bill is legally payable by Corporation / purchaser and has been paid/will be paid by us to the sales tax authorities, our sales tax registration NO. _____ Central/State _____

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.

(c) All replacements that the Corporation/Purchaser shall all upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within two months (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation/purchaser shall not be responsible to keep the defective items/stores.

(d) The supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 18 calendar months from the date of commissioning of equipment or 21 months from the date of receipt at the site whichever is earlier.

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 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 10% of the delayed goods. 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 and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

15. Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of Chief Executive, to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any

liquidated damages for delay as above provided and for any expenses, losses or damages, which the Corporation/purchaser may be put to incur or sustain by reason of, or in connection with supplier's default.

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

16. Force majeure:-

16.1 Notwithstanding the provisions of 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.

16.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence. 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.

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

17. Terms of payments:-

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

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

Invoice should have CST, State ST, VAT Nos. printed on them (If applicable), In the Tax invoice, cost and Tax, (VAT) amount shall be mentioned separately, in case sale tax claimed and bear a certificate as per clause no. 12 above. Invoice to be sent in duplicate to concerned consignees and two copies to NSC, H.O.

(B) Unless otherwise specified in the contract, 80% of the invoice value would be paid by NSC against proof of delivery of the material at destination i.e. G.R. Note from destination along with duly verified copy of original invoice packing list, challan and upon fulfillment of other obligation stipulated in the contract. Small Scale ancillary unit having single point registration certificate issued by MSME's registered with NSIC shall be paid 85% of the invoice value. All payment shall be made through RTGS after making necessary deduction if any towards liquidated damages, outstanding, short supply section pro-rata basis or as decided by the Corpn. The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B" Section III.

Balance 20% or 15% of the invoice value, along with installation and commissioning charges as may be applicable shall be paid after 30 days of the equipment/equipment commissioned and found satisfactorily trial run as well as complete required obligations of contract as per Tendered Terms.

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 at 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 Central 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 in terms of DPEOM No. 4(1)2011-DPE (PMA)-GL Dated 12.06.2013. 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 so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

20. It is understood and agreed by the Bidder that the prices charged for stores / supplies under the contract shall under no circumstances exceed the lowest price at which the Bidder sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Bidder will charge reasonable cost of spare parts after sale as & when indent place by the purchaser till machine in use . 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 signed with stamp on each & every page of "Section II i.e. General Terms & Condition of the Contract "to be placed in the envelopes marked "Technical & Commercial Bid").

NATIONAL SEEDS CORPORATION LTD.

SECTION – III

TENDER FORM

To

The Sr. General Manager (Engg),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

FROM

Sub: Tender No. _____ for supply of _____

Sir,

- I. I /We _____ have read the tender documents as issued by National Seeds Corporation Ltd., on behalf of Gujarat State Seeds Corpn. Ltd., Gandhinagar (Gujarat) (hereinafter called Corporation) and hereby agree to abide by the said instructions, terms and conditions contained therein.
- II. I/We also agree to keep the offer contained in the tender open for acceptance for a period of 90 days from the date fixed for opening the same.
- III. I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on same rates, terms and conditions for any additional quantities up to 50% likely to be required during this period in case of machine.
- IV. I/We offer to supply the equipment as detailed in the schedule attached herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery & Commissioned the plant within a period of **90 days** from the date of placing of order.
- V. Bank Draft No. _____ dated _____ for Rs. _____ (Rupees _____) drawn in the Name of National Seeds Corporation Ltd., New Delhi towards payment of the earnest money for Machines, enclosed in the envelope addressed to Sr. General Manager (Engg), NSC.

OR

- a) We are Small Scale industry under MSME registered with District Industries Center (Govt. Of India) for item _____ under single point registration scheme after _____ (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____
- VI. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
- (a) I/we withdraw the offer before a final decision of the tender is taken, provided that such a withdrawal is made within 90 days from the opening date of tender.
 - (b) I/we do not execute the contract agreement & / Security Deposit 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-I & II 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 in case of machine .
- IX. This tender of Machines is being submitted at New Delhi and will be opened and decided at New Delhi ,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.

Company profile as per prescribed Proforma given in Annexure 'A' of Section III of Part 'A' of the tender document for Machines is kept in a separate cover marked '**Technical & Commercial Bid**'. Rates are quoted in the prescribed format given in Annexure 'B' of Section III of Part 'A' of the tender document for Machines is kept in separate Cover marked '**Price Bid.' For Machine**. All inner envelopes shall be placed in an outer sealed envelope addressed to **Sr. General Manager (Engg), National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-110012.**

- X. 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 **in case of machine** .
- XI. I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted in the separate cover marked '**Technical & Commercial Bid and Price Bid.**' For Machine.
- XII. I /We offer the rate for supply & installation – commissioning of V.B. Elevator & Sp. Gravity Separator as per specifications given at Section- 1 to respective destination given at Section III on Turnkey Basis mentioned in part "B" of Tender Document.

Signature: -----

Stamp of the company:-

Place :

Name Of Authorized Signatory: - -----

Date :

E-mail Id: -----

Phone No : -----

Mb. No. :- -----

Complete Postal Address:-----

NATIONAL SEEDS CORPORATION LTD.**SECTION – III**

(To be submitted to NSC in the envelope marked 'Technical & Commercial Bid')

FORM FOR TECHNICAL BID FOR MACHINES**To**

The Sr. General Manager (Engg),
National Seeds Corporation Ltd.,
Beej Bhawan, Pusa Complex,
New Delhi-110012

FROM

Sir,

Profile of our Company is as under:

1.1. Constitution or legal status of Bidder (Attach Copy)

- Place of registration: _____
- Principal place of business: _____
- Power of attorney of signatory of Bid

- A. Work performed as prime supplier on works of Seeds Processing & Conveying machines over the last three years (**Experience for successfully execution one purchase order value more than Rs 100 lakhs**)

Year	Name & Address of Purchaser	Description of Machine	Purchase 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 copies of Purchase Orders and proof of completion.
- B. Information of Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works:

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

(B) Past works for which bids already submitted.

Description of machine	Place and State	Tender No. & Date	Name & Address of Purchaser	Stipulated period of completion	Date when decision is expected	Remarks, if any.
1	2	3	4	5	6	7

- Attach supporting documents.

(C) Capabilities with respect to personnel, equipment and manufacturing facilities

1. Availability of infrastructure.

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

2. Availability of Equipment.

Item of Equipment	Available No. & Capacity	Owned/leased/to be procured	Nos./Capacity	Age/Condition	Remarks (From whom to be purchased)
1	2	3	4	5	6

3. Availability of Personnel

Type of Employee	No.	Qualification	Experience
1	2	3	4

C. Qualification and experience of key personnel proposed for administration and execution of the Contract.
Attach biographical data.

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

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Annual Turnover in last three years should not be less than **10 times of Estimated value (Appox. Rs. 150.00 lakhs) of Tender/ / offer whichever is more :**

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

5. Registration:

TIN/VAT No.	CST No.

6. Income tax Details:-

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

7. EMD :-

Banker Name	Draft No.	Amount

8. Particular of Banker:-

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

9. MSME registration details (NSIC registered unit):

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

10. Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

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

12. 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 A-2.

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

14. Authorization for Signing Bid (With Valid Ltr).

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

NATIONAL SEEDS CORPORATION LTD.

Check list of enclosures for Technical & Commercial Bids For Machines :

1.	EMD.	{ }
2.	Certificate of registration of the firm.	{ }
3.	Partnership Deed if Partnership firm.	{ }
4.	Authorization /Resolution for signing of bid if it is limited Company or partnership firm.	{ }
5.	An affidavit of ownership if proprietary firm/sole traders.	{ }
6.	A copy of PAN No & Income-tax Return for the current year & previous year.	{ }
7.	Copy of VAT/TIN& CST Registration No.	{ }
8.	Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.	{ }
9.	If representative participating, letter of authorization to participate in the tender opening/negotiation of rate	{ }
10.	Affidavit certificate that not blacklisted and no arbitration case pending in this office.	{ }
11.	MSME registered with NSIC Certificate with proper validity for item of rate offered.	{ }
12.	Other document if any in support of the tender.	{ }
13.	Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.	{ }
14.	Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Sami Govt. Organizations.	{ }
15.	Balance Sheet for last Three years.	{ }
16.	Annual Turn Over of the firm in last three years should not be less than Ten times of estimated Value (Approx. Rs 150 lakhs) of Tender/ offer which ever more .	{ }
17.	Evidence of access to financial resources.	{ }

Note: - In absence of any above document, tender may be liable for rejection.
To be submitted to NSC in the envelope marked "Technical & Commercial Bid"

NATIONAL SEEDS CORPORATION LTD.**SECTION - III****Affidavit Certificate**

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

Signature of Authorized signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

stamp_____

Place: _____

Dated: _____

NATIONAL SEEDS CORPORATION LTD.

SECTION - III

Annexure-A-2

Affidavit Certificate

I /We_____ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of identical goods as well as spare parts given to any Govt. Deptt./PSUs/Institutions/Organizations etc during current year . Reasonable cost of spare parts will be charged after sale as and when indent placed by the purchaser .

Signature of Authorized Signatory -----

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

Stamp_____

Place: _____

Dated: _____

NATIONAL SEEDS CORPORATION LTD.
SECTION - III

Annexure-B

(It is to be submitted to NSC in the envelope marked 'PRICE BID' For Machines)

To,
**Sr. General Manager (Engg),
National Seeds Corporation Ltd.,
Beej Bhawan ,Pusa Complex ,
New Delhi -110012**

From _____

Sir,

We have examined the prescribed specification and read the Terms & Conditions of Tender No. CBE-XIX , issued under File No -----
-----Dated ----- for supply , Installation & Commissioning of V.B. Elevators & Sp. Gravity Separators on Trunk basis at Seeds
Processing Plants of GSSC as mentioned in section -III part "B" of Tender Document . Our rates for the Machineries / Equipment to your
specification, Terms & Conditions at mentioned destinations are as under:-

[illegible]

Total													

Signature: -----

Name of Authorized Signatory: - -----

Complete postal Address: -----

Phone No.: -----

Mobile. No. :- -----

E-mail Address: - -----

Seal:

NATIONAL SEEDS CORPORATION LTD.

SECTION - IV

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

This Bank guarantee executed on thisday of 2012by Bank (here in after called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the Chairman- cum-Managing Director, National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the supplier) which expression shall include his successors and assigns.

"WHEREAS under the terms of supply of equipment etc. under this Corporation's supply/ Purchase Order NO.....dated Placed with the suppliers, supplier has warranted about the specifications and performance of the equipment supplied under the Corporation's order'.

OR

"WHEREAS under the terms of the contract for the supply of equipment etc. under this Corporation's Agreement No.....dated..... entered into between the Corporation and the suppliers, suppliers had warranted about the specifications and performance of the equipment under the contract'.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain 10% of the price of the equipment till 3 months after the period the warranty expires.

AND WHEREAS the supplier is desirous of getting the said 10% price from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee bond backed by the Bank.

AND WHEREAS the bank agreed to give the bank guarantee in lieu of the 10% price and be guarantor for the performance guarantee bond.

NOW THEREFORE, this guarantee witnessed and the Bank hereby agrees guarantee.

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the supply order and the Corporation declares that the Supplier has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Supplier.
2. The Supplier has warranted to the Corporation as follows.
 - i) The supplier warrants that the goods supplied under this contract/order are free from all defects and faults in material, workmanship and manufacture and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of equipment ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.
 - ii) The supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 18 calendar months from the date of commissioning of equipment or 21 months from the date of receipt at the site whichever is earlier.
 - iii) The supplier's warranty in respect of any complaints, defects and/or claims limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to/or arise from faulty workmanship or material or design in the manufacture of the equipment, provided defects are brought to the notice of the supplier within 3 months of their being first discovered during the warranty period and in no case after one month from the date of expiry of aforesaid warranty period. The warranty period for replaced parts will extend to 18 months from the date of replacement as envisaged by the warranty clause in this agreement/ order in respect of original supply.

- iv) The supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at the option of the Corporation, the supplier shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.
- v) All replacement and repairs that the Corporation shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier as quickly as possible but in no case later than one month failing which the performance guarantee bond shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.
- vi) The warranty of the supplier shall not apply to any material, which would have been repaired or altered by the Corporation or on its behalf in any manner without informing the supplier in advance, if however, any such repair does not affect the strength performance or reliability the warranty shall continue to apply. Any defect caused to any part due to misuse, negligence or accident will not be covered by warranty.
- 3. If the supplier commits any breach of the terms relating to warranty and the supplier becomes liable to the forfeiture of the 10% of the bank guarantee or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demur and amount of bank guarantee stated above, without making a reference to the supplier.
- 4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said supplier has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the supplier has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the supplier and the bank.
- 5. The bank further understand that it shall not be necessary for the Corporation to proceed against the supplier before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.
- 6. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank herein.
- 7. Not with standing anything, contained herein before the liability of the bank under this guarantee is restricted to Rs..... The guarantee of the bank shall remain into force upto 21/24 months from the date of execution of this Bank guarantee or till 3 months after the expiry of warranty period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

1. Witness

2. Witness

- Here fill the name and full address of The Bank
- Here fill the Name and full address of the tenderer.

NATIONAL SEEDS CORPORATION LTD.

SECTION – V

AGREEMENT FORM

AGREEMENT NO.....

This agreement is made on thisbetween the National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the 'Supplier' which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the 'Corporation' with the intention of purchasing seed processing equipmentary and related equipment invited offers vide Tender No..... its own behalf (hereinafter called the 'Purchaser')

AND WHEREAS the supplier submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Purchase Order NO.....dated..... with supplier, for the supplies of equipment as per specifications, quantities and number mentioned in schedule of this agreement and in purchase order no..... dated.....

AND WHEREAS the Corporation and the supplier have agreed to all the terms & conditions as contained in Section-II of Part 'A' of the tender document for Tender No..... which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase No. of equipment's and equipment's with specifications and details as mentioned in Purchase Order.

Settlement of Disputes:

All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that such arbitrator had dealt with the matter at any earlier stage. If the claims involved in a dispute are of more than Rs.1.00 lakh, the arbitrator shall make a speaking award.

No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribed their signature on the date and year herein above written through authorized representatives.

For and on behalf of the supplier

For an on behalf of the National Seeds Corporation
Ltd., Beej Bhawan, Pusa Complex, New Delhi - 12

Witness

Witness

1.

1.

2.

2.

3.

3.

NATIONAL SEEDS CORPORATION LTD.

SECTION - VI
PRE-CONTRACT INTEGRITY PACT

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

GENERAL :

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

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

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

Commitments of the Buyer:-

3. The Buyer Commits itself to the following:-

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

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

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

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

Commitments of Bidders:-

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

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

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

do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

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

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

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

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

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

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

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

6. Previous Transgression:-

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

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

7. Company Code of Conduct:-

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

8. Sanctions for Violation:-

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

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

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

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

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the **LIBOR**. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

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

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

9. Fall Clause:-

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

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

10. Examination of Books of Accounts:-

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

11. Law and Place of Jurisdiction:-

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

12. Other Legal Actions :-

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

13. Validity :-

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

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

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

BUYER BIDDER

Witness

1. _____

2. _____

**CHIEF EXECUTIVE OFFICER
Company Name**

1. _____

2. _____

PART-B

NATIONAL SEEDS CORPORATION LTD.

SECTION – I

MACHINE / EQUIPMENT SPECIFICATIONS

S. No.	DESCRIPTION	REQUIRED TENTATIVE QUANTITY (No.)
1.	<u>V.B. Elevator with Two Way Valve to Feed Specific Gravity Seed Separator (As Per Site Requirement) or to Collect Seed directly from Screen Seed Cleaner with suitable arrangement through discharge pipe when Sp. Gravity Seed Separator not require .</u> Capacity : 5 Tons/hr. based on wheat Seed. Discharge Ht. : Suitable for feeding 4TPH Cap. Sp. Gravity Separator	10
	Capacity : 3 Tons/hr. based on wheat Seed. Discharge Ht. : Suitable for feeding 2TPH Cap. Sp. Gravity Separator Self supporting, centrifugal discharge Vertical Bucket Elevators shall have following standard features. DUMP HOPPER: Should not be less than 2 mm thick Mild Steel (M.S) Sheet. Heavy-duty grating shall be provided to remove chaff, strings, stones etc. V-BOTTOM BOOT ASSEMBLY: It should be self-cleaning type. The thickness of the boot shall not less than 3.2 mm either Galvanized Iron (G.I.) or M.S. Sheet. The pulley shall be mounted on a heavy-duty shaft on self aligned ball bearings. Belt tightener shall be provided with the help of bake-lite guide for easy sliding of take up unit. Two removable slide gates shall be provided for easy and fast cleaning and rendering service to the bottom pulley. Boot pulley shall be wing type to prevent damage to the seed in between belt and pulley. MIDDLE SECTION LEGS: Each section of leg shall be made not less than 1.6 mm thick either G.I. or M.S. sheet. It shall be provided with flanges at both ends. Belt inspection door shall be provided at suitable height. HEAD CASING: It shall be made not less than 2.5 mm thick either G.I or M.S. sheet. Detachable split cover with rubber inside shall be provided for accessibility to head pulley. Head pulley shall be rubberised and crowned for improved traction and shall be mounted on a heavy duty shaft and self aligned ball bearings. Sprockets shall be TLB type for easy and quick fitting. BELT AND BELT SPEED: Nylon-to-Nylon belt shall be used for fastening of buckets (cups). The belt speed shall not exceed 1 m/sec. BUCKETS: Buckets of self cleaning type, either HDPE or die pressed from M.S. Sheet not less than 1.6 mm thick shall be used. These buckets shall be fastened with cup-bolt and washers with belt. Spacers shall be provided between buckets and belt to prevent damage to the seeds. DISCHARGE PIPE: Suitable dia discharge pipe made not less than 1.60 mm M.S. Sheet with both end flanged shall be used for discharging the grains/seeds. ELECTRIC DRIVE: Adequate size geared motor on 440 V, 3 phase, 50 cycles, A.C. Supply.	2

2.	<u>SPECIFIC GRAVITY SEED SEPARATOR :</u> Capacity : 2 TPH based on wheat Seeds.	2
	Capacity : 4 TPH based on wheat Seeds The Machine is specifically meant for removing impurities and achieving very high grading quality in any free flowing granular material, grains all types of seeds, spices, etc. It removes the impurities and upgrades the material on the principal of specific weight. Compact & sturdy steel channel frame with high quality wood / Aluminium rectangular deck mounted on Teflon/ Metalon bushings dynamically balanced fans, with individual adjustable air control, variable oscillation of deck with the help of variable frequency drive, lengthwise & sidewise inclination of deck, regulated feeding, built in air filters. <u>SPECIFICATIONS :</u> <u>Cap. : 2 TPH (Wheat Basis) :</u> No. of Fans : Not less than 5 nos. Deck Area (Sq. m.) : Not less than 2.40 <u>Cap. : 4 TPH (Wheat Basis) :</u> No. of Fans : Not less than 7 nos. Deck Area (Sq. m.) : Not less than 3.50 <u>Electric Drive</u> For Fans : Adequate size Tropicalised TEFC electric motor. For Deck : Adequate size Electric Motor , Of 440 V, 3 Phase, 50 Hz AC. Supply. <u>CONSTRUCTIONAL FEATURES:</u> • Deck should be made of high quality wood/aluminium, quickly and easily interchangeable type. Deck removal is easy for cleaning purpose. • Fans should be dynamically balanced. with individually adjustable metered air control for each fan for precise control of air flow. • All the fans should be mounted on one common shaft with individual bearings. • Quantity of air from each fan should be adjusted independently and monitored with suitable type metering device for precise accuracy. • Feeding Hopper of adequate capacity to hold required quantity (not less than 500kg) of seed for smooth operation with adjustable height & variable feeding rate through controlled gate. • Variable oscillation speed of deck in wide range. • Deck assembly should be rested on four specially designed levers with Teflon/ Metalon bushings for smooth and trouble free operation. • Variable inclination of deck sidewise and lengthwise in wide range. • Seed Collecting spouts are fitted with bag holding clamps. • Eccentrics are counter balanced giving smooth oscillation action to the deck. • Built in air filters should be easily removed for easy access to the moving parts. • The machine should be pre-wired from electric motor to starter to a single connection for incoming power supply. • The deck should be fitted with suitable arrangement for easy opening thereby facilitating routine cleaning and check up for better efficiency and easy maintenance. • Preferably two outlet in machine are desired i.e. one for good seeds and another for rejected seeds apart of outlet for stone & other heavy materials .In case more than two outlets , suitable provision for re –feeding of grade-B seeds automatically or alternate arrangement .	10

	The unit shall be supplied complete in all respect including electric motor, starter, switch and one deck for separation of large size seeds and one additional deck for fine size seeds.	
Note:	- The bidder shall be responsible for F.O.R. delivery of all equipment at site including unloading of equipment. The bidder shall take up installation & commissioning and trial run and hand over the plant to the purchaser on turnkey basis. - All M.S. components shall be painted with two coats of red oxide primer followed by two coats of enamel paint. - Elevators & Sp. Gravity Sptr. shall be painted in one colour. - Dust pipes, delivery chutes shall be constructed out of 2 mm galvanised /MS sheet bolted construction to save on transport cost. All fans shall be dynamically balanced. Bearing shall be NRB/FYH/NTN/SKF/Equivalent make. - Motor shall be Bharat. Bijli/Kirloskar/Crompton/Siemen/ABB/Bongfilioli/Rotomotive/Equivalent make at least ISI marked. - Components of the control panel shall be Siemens/Schneider make. - Electric wires, cable etc. required for electrification of the plant shall be fire resistant low smoke type. Where there is more than one motor in the machine.	

OBLIGATIONS

RESPONSIBILITIES OF SUPPLIER & PURCHASER ARE GIVEN BELOW:

I. OBLIGATIONS OF THE SUPPLIER:

- 1) Inspection of installation site, prepare the layout and get it approved by the purchaser.
- 2) Opening of packing boxes at site of installation.
- 3) Assembly & erection of equipment.
- 4) Construction of civil foundation of the machine and intake pit if any based on drawings.
- 5) To arrange cement, bricks, sand, aggregate and any other material required for installation of the machines.
- 6) To provide electrical connection to all equipment from the supplied electrical control panel. The electrical control panel shall be installed at maximum distance upto 5 meter from the machine.
- 7) Commissioning & trial of machines with the product.
- 8) Training to the purchaser's staff in proper maintenance & operation of the machine at the time of installation and for 15 days after Commissioning of Plant.
- 9) To arrange unskilled labourers, electrician, mason etc.
- 10) To arrange Tools & tackles, as required.
- 11) Digging of pit for intake hopper for elevator, for foundation bolts for machines and finishing them for installation.
- 12) Crane, fork lift & any other heavy tool required for transporting the equipment from the unloading point to the installation site to be arranged by the suppliers.
- 13) Desired height platform for fitting of dust collector outside the building shall be provided by the supplier.
- 14) Opening/gate height or width renovation will be done by the supplier to bring the machines inside the godown.
- 15) Any other work as required to give completely installed operable plant.

II. OBLIGATIONS OF THE PURCHASER (GSSC) :-

- 1) Proper building & space for installation & commissioning of the machines/plants & any other civil work beyond supplier scope shall be provided by the purchaser.
- 2) Electric cables from main grid to control panel with proper earthing and connecting the electric supply to the control panel to be arranged by the Purchaser.
- 4) Facility to work at site after office hours/holidays, if required shall be provided by the Purchaser.
- 5) To provide one technician or Engineer at the time of commencement of installation work who will work with installation team and take training in erection, operation and maintenance of machines and plant.
- 6) The purchaser shall provide a warehouse to store the equipment, which need protection from bad weather conditions & thefts etc.
- 7) Purchaser shall arrange electric connection at site to run the tools & equipment required for installation & commissioning of the project.
- 8) Purchaser shall make arrangement for water at site for civil works and also safe drinking water for work force to be engaged to install & commission the project.
- 9) To provide raw material (seed, grain etc.) for trial purpose.
- 10) Licenses, permissions & necessary authorization for the installation if required shall be arranged by the Purchaser.

NATIONAL SEEDS CORPORATION LTD.

SECTION - II

TECHNICAL DETAILS OF OFFERED MACHINES

Complete details, drawing, printed matter, test report etc of individual machines offered in the tender must be furnished as per Performa given here as under:

S. No.	Plant Location	Name of the Equipment's	Model No.	Capacity	Detail Of Prime mover (i.e. Make, Cap. etc)	Material used for fabrication of Main components of Machine (i.e. body , deck , hopper etc)	Technical Features Such as Deck Area no of aspirations, air volume of fan, perforation cleaning device, make of bearing, belt, starter, switch ,chain ,sprocket ,bucket ,belt speed, etc	Others details if any like soft rubber lining anti abrasive lining, test certificate ,CE requirements provided or not	Literature, Drawing, Test Certificate, List of users, Performance Certificate etc.

NATIONAL SEEDS CORPORATION LTD.

SECTION – III

DESPATCH DESTINATION

Dispatch Destinations: - Address & Phone No. of dispatch destinations are as under:-

Sl. No.	Address	Dispatch Detail of Machines	Contact Person, Ph. No. / Mb. No.,
1.	Gujarat State Seeds Corporation Ltd., Near Sardar Dairy, B/ H R.T.O. Office, State Highway, Nagalpur, Mehsana.(Gujarat)	Sp.Gravity Sptr.-4TPH:- 1 No. V.B.Elevator -5TPH:- 1 No	Mr A.R.Lad (Br. Mgr.) 02762-251494 (M) 09099916263
2.	Gujarat State Seeds Corporation Ltd., Near Maize Research Station, Dholakuva, Dahod Road, Godhara.(Gujarat)	Sp. Gravity Sptr.-4TPH:- 2 No. V.B. Elevator -5TPH:- 2 No	Mr.B.J.Joshi (Br. Mgr.) 02672-265119 (M)09099916261
3.	Gujarat State Seeds Corporation Ltd., Market Yard Complex, B/ H J.B. High School, Vyara, Distt. Tapi(Gujarat)	Sp. Gravity Sptr.-4TPH:- 1 No. Sp. Gravity Sptr.-2TPH:- 1 No. V.B. Elevator -5TPH:- 1No V.B. Elevator -3TPH:- 1No	Mr A.P.Pandya (I/c Br. Mgr.) 02626-220320 (M) 09099916280
4.	Gujarat State Seeds Corporation Ltd., Near Kailash Petrol Pump, Opp. Sat Hanuman, Kuvadava Road, Anandpar-Navagam , Rajkot.(Gujarat)	Sp. Gravity Sptr.-4TPH:- 2 No V.B. Elevator -5TPH:- 2 No	Mr.J.G.Rathod (Br. Mgr) 0281-2222688, 2704959 (Plant) (M) 09099916265
5.	Gujarat State Seeds Corporation Ltd., Nilam Baug, Opp. Sardar Baug, Junagadh.(Gujarat)	Sp. Gravity Sptr.-4TPH:- 1 No. V.B. Elevator -5TPH:- 1 No	Mr. J.R.Patel (Br. Mgr) 0285-2630278 (M)09099916304
6.	Gujarat State Seeds Corporation Ltd., Savarkundala Crossing, Fatepur Road, Opp. Gujacomadol, Amreli.(Gujarat)	Sp. Gravity Sptr.-4TPH:- 2 No. V.B. Elevator -5TPH:- 2 No	Mr. D.B.Patel (Br. Mgr) 02792-223816 (M) 09099916210
7.	Gujarat State Seeds Corporation Ltd., C/o Aravalli Farm Services, Himatnagar-Idar Bypass Road, Near Railway Crossing, Opp. I.T.I., Hansalpur, Ta. Himmatnagar (S.K.) (Gujarat)	Sp. Gravity Sptr.-4TPH:- 1No. Sp. Gravity Sptr.-2TPH:- 1No. V.B. Elevator -5TPH:- 1 No V.B. Elevator -3TPH:- 1 No	Mr. B.N.Patel (Br. Mgr.) 02772-229086 (M) 9099916275

PART-C

TENDER FOR PROVIDING OF

MECHANIC

FOR

SEEDS PROCESSING PLANT

ON

CONTRACT BASIS

**GUJARAT STATE SEEDS CORPN. LTD,
BEEJ BHAWAN, SECTOR:-10/A,
GANDHINAGAR (GUJARAT)**

1. SCOPE OF WORK / CONTRACT:-

Services to be provided on all working days during the normal general shift duty hours from 10.00 am to 06.00 p.m. occasionally when & where require, he has to attend the duty, with half an hour lunch break. In case, the services are not given for a particular day, proportionate recovery will be made at the quoted rate of rupees per person. However, if called to work on Sundays/National Holidays, the engaged persons be paid one day remuneration.

2. The persons engaged to function as of skilled personnel i.e. Mechanic having knowledge about operation, repair & maintenance of machineries of Seeds Processing plant. Mechanic should have qualification & Experience as under :-

Educational and other Qualifications required for direct recruits	Essential :- 3 years Diploma from Govt. recognized Polytechnic in related field i.e. Mechanical / Automobile Engg./ Electrical / Agri. Engg with minimum 55%* marks from recognized related field having 1 years experience of operational working of Seeds Processing plant in seed Industry . OR ITI Certificate in the relevant discipline with minimum 55%* marks from recognized Institution having 3 years experience including apprenticeship in the related field.
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a. Requirement of Mechanic: - Two Persons.

b. Place of Headquarter :- Rajkot & Himatnagar

c. Type of Duty: - Operation, Repair & Maintenance of machines & Equipments of Seeds Processing Plants under GSSC.

d. Mechanic Headquarter at Rajkot: - Look after GSSC seeds processing plant Rajkot, Junagadh & Amreli.

e. Mechanic Headquarter at Himatnagar :- Look after GSSC Seeds Processing Plant(SPP) at Himatnagar , Godhra, Mehsana & Vyara.

f. Visit to Other SPP except their Headquarter : - Ordinary actual travelling expenses and DA @ Rs 150/- day.

g. Change of Headquarter: - GSSC has all right to change the Headquarter of Mechanic & re –allocate the work.

h. Remuneration: - As per rate Finalized by GSSC per Month.

3. No service provider will collect any amount as service charge after engagement of staff so provided to GSSC on any account.

4. Besides the above, GSSC will also pay subscription/contribution towards ESI in respect of the persons engaged for which Service Provider Agency have to produce the necessary documents in individual name of staff to be engaged for release of payment.

5. The engaged persons need to be paid by 7th of every month the above remuneration by cheque only along with necessary detailed slip of salary. No cash disbursement of remuneration shall be allowed. The cheques have to be handed over to In charge of concerned Seeds Processing Plant of GSSC on or before 7th of every month.

6. SELECTION OF SUCCESSFUL BIDDER :

The successful bidder would be selected on the basis of lowest quoted amount of Service charges per person as per the format enclosed at Annexure-II. The offer shall remain valid for a period of 60 days from the last date of submission of tender documents.

7. GENERAL INSTRUCTIONS :

Interested can send their duly completed tender proposal on or before scheduled date & Time as per instructions given in clause No. 4 of Part "C" of tender Document. The responses should be submitted strictly as per prescribed format alongwith documents in support of

8. SUBMISSION OF PROPOSAL :

The Technical proposal and the financial proposal duly signed on every page including annexures / appendices shall be submitted in separate sealed envelopes clearly super-subscribed as **"Technical Bid for Manpower,"** and **"Price Bid for Manpower ."** respectively. All the relevant documents except Financial Proposal shall be enclosed with the Technical Proposal. These two envelopes shall be sealed in an outer envelope bearing the address to **MANAGING DIRECTOR, GUJARAT STATE SEEDS CORPN. LTD., BEEJ BHAWAN, SECTOR:-10/A, GANDHINAGAR (Gujarat)-382010** and super scribing thereon **"TENDER FOR "PROVIDING MECHNIC (Seeds Processing Plant) ON CONTRACT BASIS for GSSC ", TENDER NO. & DATE OF OPENING, THE WORDS "DO NOT OPEN BEFORE -----HOURS ON----- SHALL ALSO BE STATED ON THE OUTER ENVELOPE.**

"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

The tender should be signed by a duly authorized representative of the Manpower Providing Agency/ Service Provider Agency (Supplier & Manufacturer of Seeds Processing Machines & Equipment). It shall be certified that the person signing the tender is empowered to do so on behalf of the Agency.

The person signing the proposal or any documents forming part of the proposal on behalf of another or on behalf of a agency shall be responsible to produce authority letter duly executed in his favour, stating that he has the authority to bind such other person or the agency as the case may be, in all matters pertaining to the contract. If the person so signing the tender fails to produce the said authority letter, his proposal shall be liable to summary rejection without prejudice to any other right of GSSC under the law.

The proposal shall be filled in by the agency neatly and accurately. Any corrections or overwriting would render the proposal invalid.

Conditional offers/offers which are not in conformity to the prescribed document will be summarily rejected.

All the documents submitted with the Tender are to be furnished duly signed on all pages alongwith the technical proposal.

9. PROPOSAL EVALUATION :

A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out of only those agencies, which fulfill the technical criteria.

a. Technical Proposal

The Evaluation Committee appointed by **GSSC** shall carry out its evaluation for the technical proposal.

The technical proposal will be opened on Scheduled date & Time at the address given above and the Tenderers are at liberty to be present personally or through their authorized agents at the time of opening. In case Scheduled date is declared holiday, the tender will be opened at the same time on the next working day.

b. Financial Proposal :

Financial proposal of only those agencies which fulfill the technical criteria will be opened in **Registered Office of GSSC**. The evaluation committee, after determining whether the financial proposals are complete and without errors shall determine the lowest financial proposal for providing manpower.

10. AWARD OF CONTRACT :

The contract shall be awarded to the Manpower Providing Agency/Service Provider Agency , by conveying acceptance of the proposal by GSSC through Registered/Speed Post/Courier. Negotiation with the agency, if needed will be done before award of contract.

All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by **GSSC** will constitute the contract between the Manpower Providing Agency/Service provider and **GSSC**.

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by **GSSC** as per its requirement & on the term & conditions specified.

11. TECHNICAL CRITERIA FOR MANPOWER PROVIDING AGENCY/SERVICE PROVIDING AGENCY :-

- a. The Agency should have the registration for Sales Tax/Service Tax, ESI,PF etc (proof in this regard may be attached).
- b. EMD of **Rs. 50,000/- (Rupees Fifty thousand only)** in the form of demand Draft in favour of **GSSC, Gandhinagar / Ahmedabad (Gujarat)** to be submitted and the same will be retained by GSSC as a interest free Security Deposit/performance guarantee in the case of successful bidder. The Security Deposit will be refunded to the contractor on due and satisfactory performance of services and completion of all obligations by the Contract.
- c. The firm/agency should not have been blacklisted or debarred by any Government Organization/PSUs etc. He may furnish an undertaking to this effect on his letter head duly signed by authorized person of the firm/company.

NOTE: -The agency should have PAN, Service tax registration and registration under applicable laws and should submit copies of the same.

Consortium bidding to fulfill the eligibility criteria of this tender shall not be allowed at any stage.

The Manpower Providing Agency/Service Provider Agency will be engaged for one year from the date of issuance of letter of intent and which may be extended on as per same terms & conditions of the contract for two more years in spell of one year at a time on mutual consent, if service so provided found to be satisfactory as per terms & conditions of the contract.

12. VOLUME OF WORK :

GSSC does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract.

13. FORCE MAJEURE :

For the purposes of this Contract, "Force majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of **GSSC** and the Manpower Providing Agency/Service provider agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control.

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event and such impossibility subsists for not less than 30 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

The Manpower Providing Agency/Service provider agency is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of **GSSC** in this regard will be final.

14. INDEMNITY :

The Manpower Providing Agency/Service provider agency) hereby agrees to keep indemnified and shall keep indemnified and hold harmless, GSSC and its officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of this Contract or arising from any breach or non-compliance whatsoever by the Manpower Providing Agency/Service provider agency or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether willful or not, and whether within or without the premises.

15. EARNEST MONEY DEPOSIT :

The Manpower Providing Agency / Service providing agency shall furnish a Earnest Money deposit (EMD) **in the form of DD drawn** in favour of **“Gujarat State Seeds Corpn.”** issued by any Scheduled Commercial Bank for an amount of **Rs. 50,000/- (Rupees Fifty thousand only) payable at Gandhinagar / Ahmedabad (Gujarat)** at the time of submission of proposal alongwith technical proposal. The EMD of unsuccessful bidder will be refunded without interest within a period of 60 days of opening of financial proposal. The EMD of the selected Manpower Providing Agency/Service provider agency will be refunded without interest on expiry of contract unless forfeited on the grounds of unsatisfactory service. The decision as to what constitutes “unsatisfactory service” shall solely lie with **GSSC** and shall be final & binding.

16. OTHER TERMS AND CONDITIONS :

- a) Sealed quotations should reach GSSC Registered office on or before Scheduled Date & Time hrs and the quotation will be opened on the Scheduled date & time. Late bid will not be accepted under any circumstances.
- b) Sealed cover bids may be submitted in 2 covers, i.e., one containing, “technical bid” and the other containing “price bid”. The technical bid would contain the documents, i.e., EMD, registration of sales tax, PAN, ESI, PF etc. ‘Price-bids’ of only those bidder will be opened, who has been found successful after evaluation of technical bid.
- c) No service provider will collect any amount as charge after engagement of staff so provided to GSSC on any account.
- d) However the service charges mentioned by lowest bidder should be workable i.e. should not be zero or impracticable.
- e) Offered rates should be valid for one year from the date of commencement of contract.
- f) Payment for such engaged contract labourers to the Contractor will be subject to provision of satisfactory service, which may be certified by the Officers/Sectional Heads, where ever they have been engaged. Deduction of statutory dues from the payments to the contract labourers and timely remittance thereof would be the sole responsibility of the Contractor.
- g) Verification of character and antecedents of the labourers to be engaged / deployed will be submitted by the bidder on engagement i.e. before commencement.
- h) The manpower supplied at no time will perform any such act that would lower the dignity of the **GSSC**. In case the quality of services of any personnel supplied is not found satisfactory, the **GSSC** shall have the right to return that person to the Contractor, who shall provide a suitable replacement within twenty four hours.

- i) The contractor shall comply with all provisions of labour laws and other statutory requirements in relations to the persons engaged including payment of minimum wages as lay down by or under any law in force and as amended from time to time.
- j) The Contractor shall maintain/produce/the required records/documents as and when called for by the appropriate authority, as well as to **GSSC** to enable it to verify that the Contractor is complying with statutory requirements with regards to TDS of tax, PF, ESI and other labour laws, from time to time.
- k) The engagement does not confer any right for continuation or extension of the contract on any account, and this is purely a short term temporary arrangement on contractual basis.
- l) All liability regarding Government dues as well as any human loss/injury during the course of work will be personal responsibility of the Contractor. The Corporation shall not be liable, in any case and an undertaking to this effect should be furnished by the contractor. GSSC shall not be responsible, either directly or indirectly, to pay any compensation for bodily injury to the contract labourer/worker in case of any accident/mis-happening taken place at GSSC premises.
- m) The personnel supplied by the Contractor will be the employee of the contractor and there will be no master-servant relationship between the GSSC and the contract labourer/workers. All the statutory liabilities and responsibilities will be that of the Contractor and GSSC has no legal responsibilities on the same. iv
- n) The Contractor shall not go sub-contract, transfer, assign or otherwise, part of the contract to any other persons, firm, company, directly or indirectly.
- o) **GSSC** reserves the right to accept or reject any or all the quotations without assigning any reason, thereof.
- p) Notice inviting tender can be seen at NSC web site, www.indiaseeds.com. & Central Procurement Portal, www.eprocure.gov.in

17. Commencement, Completion, Modification, and Termination of Contract Effectiveness of Contract :

This Contract shall come into effect from the date of issuance of letter of intent by **GSSC**.

Commencement of Services :

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by **GSSC** as per its requirement. If the Manpower Providing Agency/Service providing agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

Expiration of Contract :

Unless terminated earlier, this Contract shall expire at the end of such time period after the effective date as specified.

Modification :

Any minor changes in the modus of providing manpower/services can be made on mutual consent in writing.

Subletting :

The Manpower Providing Agency/Service providing agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Manpower Providing Agency/Service providing agency contravening this condition, **GSSC** shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Manpower Providing Agency/Service provider agency. In such case the EMD of the selected Manpower Providing Agency/Service provider agency, will be forfeited.

Termination:**By Corporation (GSSC) :**

GSSC may terminate this Contract, by not less than thirty (30) days written notice of termination to the Manpower Providing Agency/Service providing agency to be given after the occurrence of any of the events specified below :

- a. If the Manpower Providing Agency/Service providing agency commits breach of contract or do not remedy/rectify a failure in the performance of their obligations under the Contract within period of 30 days.
- b. In case of blacklisting of any bidder/party came to the notice at the later stage.
- c. If the Manpower Providing Agency/Service providing agency become insolvent or bankrupt;
- d. If **GSSC**, in its sole discretion, decides to terminate this Contract.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, the EMD shall stand forfeited in addition to banning of Manpower Providing Agency/Service providing agency for a period of 2 years.

18Liability for Personnel :

All persons employed by the Manpower Providing Agency /Service providing agency shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the Manpower Providing Agency/Service providing agency. The Manpower Providing Agency/Service providing agency shall indemnify **GSSC** against all claims what so ever arising in respect of the said personnel under any statute/law in force.

19.OBLIGATIONS OF THE CORPORATION (GSSC) :

GSSC shall provide the Manpower Providing Agency/Service providing agency such reasonable assistance as may be required in order to carry out the assignment.

20.SCOPE OF SERVICE :

In performing the terms and conditions of the Contract, the Manpower Providing Agency/Service providing agency)shall at all times act as an Independent Manpower Providing Agency/Service providing agency. The contract does not in any way create a relationship of principal and agent between GSSC and the Manpower Providing Agency/Service providing agency. The Manpower Providing Agency/Service providing agency shall not act or attempt or represent itself as an agent of GSSC. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Manpower Providing Agency/Service providing agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the GSSC.

21. MODE OF PAYMENT:

Manpower Providing Agency/Service providing agency will raise the bill for staff provided which include separate part of his/her salary, amount of ESI (Employer and employee contribution) and service charges (excluding tax). Along with monthly bill for payment it is mandatory for Manpower Providing Agency/Service providing agency to submit individual ESI challan against each staff engaged by agency and make available necessary ESI Cards to such persons.

22. ARBITRATION :

In the event of any dispute arising amongst the Parties, the Parties agree to use their best efforts to attempt to resolve all disputes in prompt, equitable and good faith. In the event the Parties are unable to do so, then such dispute shall be finally resolved by arbitration. The arbitration shall be conducted in the English language and the venue of the arbitration shall be in Gandhinagar. The sole arbitrator will be appointed by MD, GSSC whose decision in this regard will be final & binding.

18.JURISDICTION :

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Gandhinagar / Ahemadabad only in connection with any actions or proceedings arising out or in relation to this Tender.

23.Performance Guarantee :

- (i) The successful bidders will have to submit performance security to ensure due performance of providing timely and efficient manpower as Manpower Providing Agency / Service providing agency to an amount of Rs. 50,000/- in the form of an Account Payee Demand Draft / Fixed Deposit from a Scheduled Bank / Bank Guarantee from a Scheduled bank in the name of Gujarat State Seeds Corpn. Ltd., Gandhinagar as per the text provided by the Authority.
- (ii) The performance security will be valid for a period of 30 days beyond the validity of the Contract.
- (iii) Earnest Money converted into Security Deposit or it will be refunded to the successful Applicant on receipt of performance security.

MANAGING DIRECTOR
Gujarat State Seeds Corpn. Ltd.
Beej Bhawan, Sector-10/A,
Gandhinagar (Gujarat)

FORMAT FOR SUBMITTING TECHNICAL BID BY THE MANPOWER PROVIDING AGENCY / SERVICE PROVIDING AGENCY :**(To be submitted on letterhead of firm/agency under signatures of the authorized signatory)**

- (1) Name of the Manpower Providing Agency/Service providing agency.
- (2) Complete Postal Address, Contact No. & Name of Authorized person of Manpower Providing Agency/Service providing agency
- (3) Details of Manpower provided in PSUs/Govt. etc. during last three years (Attach supportive documents*)

Name of PSUs / Govt. Deptt. to whom Manpower provided	Date award of contract to provide manpower	No. of person provided	Skilled	Semi Skilled	Un skilled	Compliance statutory requirement i.e. PF and ESI

- (4) For EMD, DD of Rs. 50,000s issued from a any Scheduled Bank drawn in favour of Gujarat State Seeds Corporation Ltd payable at Gandhinagar.
- (5) MSME/NSIC company should attach copy of Registration under MSME/NSIC with latest validity for claiming Tender Fee & EMD exemption.
- (6) Copy of the Registration Certificate of Establishment issued of Department of Labour as Retail Trade or Business under Establishment Act.
- (7) Income tax return filed and profit & loss account for year 2012-13, 2013-14 and 2014-15 (To ascertain the turnover of the agency).
- (8) PAN no. (Attach documentary evidence*)
- (9) Service Tax registration no. (Attach documentary evidence*) and PF code no. (Attach documentary evidence*)
- (10) A copy of Labour Licence issued by Labour Department for engaging the manpower for the earlier allotted particular type of work.
- (11) PF registration & PF code (attach copy).
- (12) ESI Registration, attach copy.
- (13) Collective turnover certificate issued by CA for the last three year (2012-13, 2013-1, 2014-15).
- (14) Undertaking on Company Letter head regarding Non-Blacklisting/debarring of the firm by any Central Govt./ Quasi Government/PSU/Autonomous body.
- (15) Executive Summary about the agency.
- (16) Name of representative of agency, participating in tender process (attach authorization certificate)

* All document should be marked & Flag under proper details columns so marked.

I / We hereby submit that the information submitted hereby are correct & best of my/our knowledge & belief. My/Our agency has not been debarred by any Govt. department /PSUs for providing manpower last 3 years. In case of any information/documents found to be false, fake or incorrect, GSSC is free to take action against my/our agency as deemed fit by them. I/we, _____do also hereby declare that I/we are not engaged in any activity, which conflicts directly or indirectly with the proposed assignment. I/we further declare that during the currency of the contract, I/we will not engage in any such conflicting activity.

(Signature of Authorized person with seal)

Name :-

Designation :-

Mob. No. :-

Note: A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed along with technical proposal.

FORMAT FOR SUBMITTING PRICE BID BY THE MANPOWER PROVIDING AGENCY/ SERVICE PROVIDING AGENCY

(To be submitted on letterhead of firm/agency under signatures of the authorized signatory)

**TO,
MANAGING DIRECTOR,
GUJARAT STATE SEEDS CORPN. LTD.
BEEJ BHAWAN, SECTOR -10/A,
GANDHINAGAR (GUJARAT).-382010**

Dear Sir/Madam,

SUBJECT: TENDER FROM FOR PROVIDING MECHANIC FOR SEEDS PROCESSING PLANT ON OUTSOURCE BASIS

I/We have examined the Terms & Conditions of Tender No CBE XVII issued under File No.....DatedFor Providing Mechanic for Seeds Processing plant on contract Basis. Our rates for Manpower to your Terms & Condition are as under:

Sl. No.	Category of Manpower	Fix Remuneration p.m. (Subject to change if Minimum Wages charges)	PF		ESI		Total cost against each person engaged	Amount of monthly service charges in rupees against each person to be provided. (excluding Service tax)
			Employer's share @ 13.61%	Employee's share @ 12%	Employer's share @ 4.75%	Employee's share @ 1.75%		
	Person to perform function of Mechanic							

Note: - Firm / Agency should quote amount for providing every one person on monthly basis. Lowest bidder will be taken for consideration.

The offer will be valid for 60 days from the last date of submission of this bid.

Signature of Authorized Signatory with Seal:

**Place:
Date:**

Name:

Designation:-

Mb. No. :-