

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Beej Bhavan, Pusa Complex,
New Delhi-110012.



TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF 150/160 KVA DG SET
AT NSC, NEW DELHI-110012

LAST DATE AND TIME FOR RECEIPT OF TENDER : 8/8/2013 AT 1400 Hrs.

DATE AND TIME FOR OPENING OF TENDERS : 8/8/2013 AT 1500 Hrs.

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

TENDER DOCUMENT FOR DG SET 62.5 KVA

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NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAWAN: PUSA COMPLEX
NEW DELHI – 110 012.

Phone No. 011-25842209
Fax No. : 011-25841337
E-mail : gme@nsc.gov.in

No. 16/NSC/DG Set/HO/2013-14

Dated the 24.07.2013

NOTICE INVITING TENDER

Sealed tenders are invited from the reputed suppliers for the following work, who have executed the similar type of work:

Name of work	Estimated cost (Rs./lakh)	Cost of Tender document	E.M.D (In Rs.)	Completion Period
Supply, installation, testing & commissioning of 150/160 KVA capacity AMF DG set 3 phase 50 Hz. Ac supply with water cooled engine along with all standard accessories at NSC, New Delhi as per the specifications.	10.00	Rs.1000.00 (non-refundable)	25,000.00	2 months

1. EMD should be deposited in Demand Draft in favour of N.S.C. Ltd., payable at New Delhi.
2. EMD will be forfeited if the successful tenderer, whose rates are approved for the work, does not turn up to execute the work.
3. Rate should be quoted both in figure & words inclusive of all taxes.
4. Quoted rates should be valid for minimum period of 90 days from the date of opening of tender.
5. Payment of 90% shall be released after satisfactory commissioning and trial. Balance 10% shall be retained as performance guarantee for one year.
6. Tender will be received on 8.8.2013 up to 1400 hrs. and same will be opened on the same date at 1500 hrs. in presence of the tenderers, who wish to attend the tender opening.
7. Tender document can also be obtained from NSC Website i.e. www.indiaseeds.com and shall be considered subject to proof of deposit of tender cost along with technical bid. However, MSMEs registered with NSIC are exempted from payment of cost of tender document subject to furnishing the valid documentary proof in support of claim along with their request letter.
8. Tender should be prepared and submitted as per instructions given at Part-B, section-1, Para 11 of the document and can be dropped in tender box personally or sent through post so as to reach within stipulated time.
9. Tenders received after due date and time shall be rejected.
10. The Corporation reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

(A.K.SINGH)
General Manager (E)

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

(A) SPECIFICATIONS FOR ALTERNATOR, TURBO-CHARGED DIESEL ENGINE AND AMF CONTROL PANEL

Diesel Generating set complete with turbo charged Diesel Engine, Alternator and AMF Control Panel conforming to the specification given below. Turbo charged Diesel engine and alternator shall be closely coupled or provided with flexible coupling and mounted on a base plate of robust in construction. DG Set shall meet the requirements of environmental protection rules, 1986 as laid down by Ministry of Environmental & forest read with GSR 371(E) dated 17.5.2002, GSR 520(E) dated 1.07.2003 & GSR 371(E) dated 17.05.2002, GSR 520(E) dated 01.07.2003 & GSR 448(E) dated 12.07.2004, amended upto date, in respect of "emission norms" for the engine and in respect of "noise norms" for DG sets. All turbocharged engines shall conform to IS: 13018/1990 (reaffirmed 2005) AND IS: 10,000 series).

DG Set should have protection against under voltage, over voltage, under frequency, over frequency, low battery voltage, over current, earth fault, short circuit, phase sequence change etc.

(1) ALTERNATOR:

The alternator shall be self excited and self regulated of 150/160 KVA rating in three phase at 415 volts, 50 Hz, 1500 RPM & 0.8 PF and shall conform to IS:13364 (Part 2)/1992 (reaffirmed 2008). The alternator shall be of brushless type only with VG-2 Grade of voltage regulation. The alternators shall be screen protected, drip proof with IP-21 or better degree of protection as per IS:4691/as (reaffirmed 2004). The alternator should be suitable to take unbalanced load as per IS:13364 (Part-2)/1992 (reaffirmed 2008). Make of alternator: Crompton/Stamford/Kirloskar Green

(2) TURBOCHARGED DIESEL ENGINE:

The turbocharged Diesel Engine shall be water cooled, electric start developing required BHP at 1500 RPM with class A-2 or better governing to deliver specified continuous KVA output at 0.8 Power Factor Lag at NTP conditions. The Diesel engine should be capable of providing 10% overload for one hour in every 12 hours continuous running at full load. The turbocharged Diesel engine shall conform to IS: 13018/1990 (reaffirmed 2005) AND IS: 10,000 series. Specific fuel consumption (SFC) shall be as per IS specification. Make of Diesel Engine: Mahindra/ Cummins /Kirloskar.

The Turbocharged Diesel Engine shall be complete with the following accessories.

- (a) Fuel tank with air breather, drain plug with capacity for 8 hours of continuous running at full load.
- (b) Engine instrument panel consisting of starting switch with key, lube oil temperature and pressure gauges, RPM indicator and hour meter with additional features of auto start/remote start and auto stop.

- (c) Safety control to shut down the engine in the event of over speed, low lube oil pressure and high engine water temperature.
- (d) Exhaust silencer residential type.
- (e) 24 V starting system complete charging alternator or dynamo and cutout.
- (f) Lead Acid/semi-maintenance free batteries of suitable ratings with connecting cables. The batteries shall be supplied dry and in uncharged condition and shall conform to relevant IS. Only, the following make of batteries shall be accepted. Exide, Tata Green, Amron, Cummins-Pulselite.
- (g) Anti-Vibration mountings for complete DG set in case of flexible coupling and for turbocharged engine in case of direct coupling.
- (h) The fuel level should be indicated with the help of fuel gauge meter.
- (i) There should be provision for filling the fuel from outside (as in case of automobiles) with locking arrangement.

(3) AMF CONTROL PANEL:

AMF control panel shall be able to start up the DG set and transfer the load to DG Set on the Mains failure without requiring any human intervention. Similarly on restoration of the Mains supply, it shall be able to transfer the load to Mains supply and switch off the DG Set automatically.

The AMF Control panel shall be fabricated from steel sheet of 2.0 mm thickness minimum duly pretreated and aesthetically finished. The control panel shall be totally enclosed, dust and vermin proof, floor mounted type with degree of protection IP-53 as per IS/IEC:60947 (Part-1)/2004.

The AMF control panel shall consists of following instruments of which any of the items can be supplied in a combined relay/meter also.

- (a) Microprocessor based AMF relay
- (b) AC voltmeter (s) of class 1.5 accuracy, 0-500 volts with selector switch, separate voltmeter shall be provided for Mains and Alternator.
- (c) AC Ammeter(s) of class 1.5 accuracy and of suitable range, with selector switch.
- (d) Mode selector switch for setting the panel on any one position such as off or auto or manual or test.
- (e) Engine ON-OFF switch (push button type)
- (f) HRC fuses of suitable rating.
- (g) Rectangular aluminum bus bars (11 No. for each phase, neutral and earthing terminal) of adequate rating duly colour coded with heat shrinkable PVC sleeves.
- (h) Two nos. power contractors (one for Mains and one for generator) up to 360 KVA & EDO breaker for DG sets above 460 KVA, ACB will be complete with O/L, U/V release, short circuit protection.
- (i) Under voltage relay for mains.
- (j) Three attempt engine start/engine cranking relay.
- (k) On delay timer for load change over.
- (l) On delay timer for engine shut off.
- (m) Pilot lamps three nos. in case of three phase DG Sets.
- (n) Battery charger complete with voltage regulator, float or booster selector switch, ON-OFF switch, Voltmeter and Ammeter for charging the battery from Mains. This will be in addition to the battery charging alternator fitted on the engine.

- (o) Instrument and control fuses 06 (six) nos. power fuses of suitable rating.
- (p) Five nos. indicating lamps to indicate Mains Low Voltage, Load on Mains, DG Set running, Load on set and Battery charger ON.
- (q) Audio Visual alarm for Low Lubricating Oil Pressure. High water temperature, start failure and DG O/L.
- (r) Over current relay protection.

(4) ACCOUSTIC ENCLOSURE:

The acoustic enclosure shall conform to the drawings TYPE approved by a Govt. lab, for conformity to noise norms. This aspect shall also be verified by QA officer at the time of INSPECTION. The QA officer shall tally the enclosure offered with the approved drawing.

The Acoustic enclosure should consist of following:

- (a) The enclosure should be fabricated out of CRCA sheet of minimum 1.6 mm thick.
- (b) The sheet metal components should be suitably pretreated and should be powder coated to have long life of enclosure.
- (c) The battery should be accommodated in a separate tray in the enclosure.
- (d) There should be provision of drain plugs for draining lube oil and diesel.
- (e) The doors should be gasketed with quality gaskets to avoid leakage of sound.
- (f) The door handle should be lockable type.
- (g) Sound proofing of enclosures should be done with high quality rock wool/mineral wool/foam/fiberglass wool.
- (h) The rock, mineral, fiberglass wool is further covered with fiberglass cloth and perforated powder coated sheet.
- (i) A special residential silencer should be provided along with the enclosure control exhaust noise.
- (j) Specially designed louvers should be provided to control sound at air entry to the container and exit from the container.
- (k) It should have Type approval certificate and also COP certificate (if applicable) from certification agencies mentioning MOEF notification No. 371(E) dated 17.05.2002 or as amended and applicable at the time of supply.
- (l) Ambient temperature limit inside the canopy should be specified.
- (m) There shall be provision for emergency STOP from outside the enclosure.
- (n) Acoustic Enclosure shall conform to pollution noise norms stipulated in notification GSR 371 (E) date 17.05.2002, amended up to date.

(B) Supplier shall also provide following documents to the Corporation.

1. DG sets supplier shall furnish invoices and OEM's test certificates for turbocharged engine/ alternators being supplied for the work.
2. Valid Calibration certificates of all the testing meters from any Govt. Lab as per norms.
3. Complete & satisfactory Type test certificate (TTC) for turbocharged engines, alternators complete with enclosure to be used by them. The TTC of three phase alternators should cover unbalanced load test as per cl.24 of IS: 13364(part-2)/1992 (reaffirmed 2008) as applicable. The TTC shall be from any Govt. Lab.
4. Type approval certificate for "emission norms" for engine from certification agency as per notification No. GSR 371(E) dated 17.05.2002 amended up to date.

5. Type approval certificate of DG Set for "noise norms" with turbo engine model combination from certification agency as per notification No. GSR 371(E) dated 17.05.2002 amended up-to-date.
6. Type test certificate from any Govt. Lab for IP-53 degree of protection for manual as well as AMF panel.
7. Routine Test certificate of engine, alternator and control panel under supply.
8. DG Sets should be self-contained units supplied with the acoustic enclosure. Therefore, supplier shall have to furnish the foundation details along with the DG Set to facilitate the process of installation & erection of DG set.
9. While dispatching the DG Sets, to the consignee, the supplier shall issue letters to respective Engine/alternator manufacturers whose engine/alternator have been used in their DG Set supplied, informing them about the consignee's details including Name, Location so as to take care of the maintenance requirement in future at consignee's end.

Simultaneously, Corporation should be informed about the above details of service centre i.e. Name, mailing address, e-mail address, telephone Nos. and name of the contact person etc. of the turbo engine/alternator manufacturer who may be contacted for obtaining the service support & due maintenance.

- (c) Tenderer shall confirm that DG set shall meet the requirements of Environmental (Protection) Rules, 1986 as laid down by Ministry of Environment and Forest read with GSR 371 (E) dated 17.5.2002, GSR 520(E) dated 1.7.2003 and GSR 448(E) dated 12.7.2004 in respect of emission norms for engine & noise norms for DG Sets. The latest amendments to above GSRs shall be applicable.
- (d) DG Set shall also meet all the other statutory requirements as notified by the Government from time to time.

INSTALLATION AND COMMISSIONING OF HIGHER RATING DG SETS:

The responsibility for installation and commissioning of DG Sets shall be that of the firm. The firm shall complete installation within the period mentioned in the work order.

The scope of installation and commissioning shall be as follows:

1. Foundation :
Foundation shall be of PCC type with the ratio of 4:2:1. The length and breadth of the foundation shall be 300 mm more from the respective length and breadth of the DG Set. The height of the foundation shall be 400 mm i.e. 200 mm below and 200 mm above the ground level.
2. Cable :
Armoured PVC sheathed Aluminum cable and its necessary laying and termination shall be done by firm. For 3-phase DG sets, 3.5 core or higher core cables shall be used. The current rating of the cables shall be as per requirement. Total length of the cable shall be measured as per actual requirement and provided the same from DG Set to the control panels.

3. Earthing:

Building suitable earthing station and necessary connections shall be done by firm. In case of 3 phase DG sets, the total number of earthing pits/stations shall be 4 i.e. 2 for neutral and 2 for body-earthing. The consignee should choose installation site in such a way that the earthing stations can be made within 20 meters of the DG set. Earthing station shall be typically built as per prevalent standard practices.

4. Installation of Fuel tank, battery charging, and battery connection.
5. Supply and installation of a change-over of suitable rating for DG set with AMF.
6. Unloading and placement of DG set on foundation.
7. First fill of lube oil and all filters shall be provided by the firm.
8. The consumables provided by the firm cover the trial run of DG set as well. The firm shall conduct trial run of the Dg set with the available electrical load at site.

Higher Rating DG Set, Three Phase, 415 V with AMF Control Panel

Higher rating Diesel Generating Sets with AMF Control Panel shall comply to the specifications given in 'General Technical Requirements.'

SECTION - I

INSTRUCTIONS TO TENDERER

1. 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. Tender must be submitted in the tender form provided in part "B" of the tender document as Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. Only those parties should tender who accepts all the terms & conditions because conditional tender may be treated as void.
3. Erasure or alteration in the bid document should be avoided. Modification, erasure or alteration, if any, should bear the signature of the person signing the bid along with stamp of the tenderer. Any modification not so signed will be ignored and the whole tender may be treated as a void on this ground.
4. Normally no deviation from the specification laid-down in part "A" will be accepted. However, if the tenderer feels that he can supply the items, which shall be fulfill the requirement of NSC with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviates from the specification even though deviation may be minor.
5. The tenderer should carefully note the delivery / completion period described in clause 5 of section - II. The delivery/completion period so specified will be the essence of the contract. It would be clearly understood that any delay in delivery/completion will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery / completion prescribed. Their attention is also invited to clause-13 of section-II relating to liquidated damages which shall be binding.
6. The tenderer may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years should be enclosed.
7. Quotation of prices:

Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise as indicated in part- A of the tender documents and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part 'B' of the tender document as under:

- A) The rate should be quoted on the basis of F.O.R. Destination.
- 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.

8. Printed terms and 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.

- 9 (a) Earnest money: Tenderers are required to deposit Rs. 25,000/- with the Corporation by means of attaching a Demand Draft drawn on schedule Bank payable at New Delhi/Delhi in favour of NSC Ltd., CHEQUE WILL NOT BE ACCEPTED.

EMD shall be enclosed in the envelope contained in technical 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 MSME units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided photocopy of registration with NSIC under the single point registration scheme, for the quoted stores is enclosed with the offer.
- (c) OFFERS OF THE FIRMS OTHER THAN SMALL SCALE INDUSTRIES AS DEFINED ON 'b' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AND NOT ENCLOSING THE DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

The public Sector Undertakings are also exempted for the deposit of EMD, subject to their submission of a Bond from LIC on the basis of which banks will issue Counter guarantee.

10. Tenderers are required to submit their tenders to the General Manager (Engg.), National Seeds Corporation Ltd., as per the prescribed proforma given at Section-III of Part 'B' of tender document. All offers should be made in English/Hindi. 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 bear the signatures of the tenderer.

11. PROCEDURE FOR SUBMISSION OF TENDER:

The tender should be submitted in two separate sealed covers one containing "Technical Bid" that shall include technical specifications and terms and conditions of supply as per Section-I and II of Part 'B' of tender document, requisite EMD and profile of the company & document as per Annexure-B of Section-III Part 'B' & other document if any and second envelope 'Price Bids' containing of prices as per clause-7 of Section-I Part-B in a prescribed proforma given in Annexure-A Section-III Part 'B' of the tender document and sealed envelope

addressed to General Manager (Engg), National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-12 and super scribing thereon "TENDER FOR SUPPLY & INSTALLATION OF "DG SETS". TENDER NO. & DATE OF OPENING SHALL ALSO BE STATED ON THE OFFER'S ENVELOPE. THE ENVELOPE CONTAINING THE "TECHNICAL BID" AND "PRICE BID" shall also be super scribed thereon "Technical Bid" and "Price Bid" as the case may be. The tenders not complying with the manner prescribed herein are liable for rejection straight away.

TECHNICAL BID Envelope should contain documents namely Earnest money, a copy of up to date Income-tax clearance certificate, Sale-tax No. with supporting documentary proof, information & documents mentioned in Section-III Annexure-B along with supporting document & samples strictly as per the guide line given in the tender document etc. On non furnishing of any document indicated in the check list given in Section – III, Annexure –B, Bid is liable for rejection.

PRICE BIDS envelope should contain only rates item wise-location wise strictly as per prescribed format given in Section-III i.e. Tender Form & Annexure -A of part "B" of the Tender Document etc .

12. OPENING OF TENDER:

The tenderers or their authorized representatives may attend at the time of opening of tender if they so desire. The envelope containing the "Technical bids" shall be opened on the date of opening tender and "Price Bids" of tender only be opened whose technical bids found in order, date of opening of Price bid will be informed separately.

13. Tenderers for their authorized nominee should be available at Delhi/any other specified office of the Corporation for the period for which they are asked to stay subsequent to opening of the tenders for furnishing clarifications on their offer as may deem to be necessary for the Corporation and also to participate in the price negotiations and terms of the offered bids ,if required .

14. CONTRACTS:

The successful tenderers shall within 15 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of terms ordered is more than Rs. one lakh.

The terms and conditions contained in Section-II of Part 'B' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in 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.

15. 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 in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of crossed cheque drawn scheduled bank in India payable in New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for en cashing the same.

B) Successful tenderers:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of work order, deposit by demand draft or furnish Bank guarantee in the manner indicated in clause-3 of Section-II, Part 'B' of the tender document towards security for the due fulfillment of the conditions of the contract.

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

16. FORFEITURE OF THE EARNEST MONEY: In the event of a tenderer whose tender is received within time, withdraw his tender before the receipt of the official decision or a tenderer whose tender has been accepted and fail to execute the contract (ii) to furnish security after such acceptance is made known to him, the earnest money deposited by such tenderer shall be forfeited and in the later case the acceptance of the tender shall also be revoked. In case any other tenderer who withdraws its offer before the receipt of final decision, the earnest money deposited by such tenderer shall be forfeited.

17. All the disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes" included in Section-II of Part 'B' of tender document (General conditions of the contract.)

18. Validity of offers: 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.

19. Repeat order: The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be open to the 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, required during this six months period.

Quantity of Repeat Order can be exceeded more than 50% of P.O's quantity on need basis with the prior consents of supplier.

20. Splitting of orders: The Corporation may decide to split the order among two or more tenderers according to exigencies of the cases.

21. Price preference to Public Sector Undertakings: The price preference will be given to Public Sector Enterprises and MSMEs as per rules. Copy of the rules applicable for the items offered should be submitted along with the offer to ensure that the items offered are eligible for price preference.

22. The tender should clearly indicate the name and style of the firm.:- Clearly indicating as to whether it is proprietorship firms, Partnership firm or company/society. The name of proprietor parties/office bearers/Directors of the firm, experience & past performance, personnel/ equipment and manufacturing facilities, and financial standing and annual report should be stated. All supporting documentary proof may be/should be furnished along with the tender, as per Annexure "B" of section III of part "B" enclosed with the tender document in the envelop of technical bid.

23. The tenderer should be enclosed a copy of current income tax return duly acknowledge by Income-tax Department in the envelope containing technical bid.

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. 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 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 Bank payable in New Delhi/Delhi in favour of National Seeds Corporation Ltd.,

OR

B) By means of Bank guarantee as per prescribed proforma, enclosed under Section-IV of Part-B of the tender document, issued by any Scheduled Bank at Delhi/New Delhi only.

4. Inspection: Inspection will be carried out after supply of the DG Set at NSC, Beej Bhawan, Pusa Complex, New Delhi – 110012. However, it is the responsibility of the supplier to ensure that material supplied is as per the tender documents. In case, any material found not meeting the specifications, same will be replaced by the contractor at its own risk and cost.

5. Changes in specifications:

A) The Corporation Should require any changes in specifications, the supplier shall use his best endeavor to comply with the Corporation's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

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

B) If at any time during the terms of this contract the plan of the Corporation changes for any reason beyond the control of the Corporation, 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.

6. Packing:

The supplier shall pack the items/stores sufficiently and properly to ensure its safe delivery without any loss or injury up to destination.

7. Where sales tax is claimed and provided as payable in the supply orders. Payments of the same will not be made unless the following certificates are given along with the bill.

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

8. Warranty:

- A) The supplier shall warrant the goods to be 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 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, purchaser shall not be responsible to keep the defective items/stores.

9. Liquidated damages:

It is emphasized by the Corporation & understood by the supplier that the period of completion of work, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the completion of work will cause damages to the Corporation. To obviate any dispute as to the amount of damages that are likely to be suffered by the Corporation, the supplier hereby agrees that the Corporation/purchaser shall suffer damages at the rate of 2% for each week or part thereof by which completion of work, is delayed subject to maximum of 15% and it shall be deemed to the actual damage suffered by the Corporation. The supplier undertakes that if it fails to have the items/stores ready for delivery by the time specified in the order for supplies, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation 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 to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

10. 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 CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

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

11. Terms of payments:

A) All invoices shall be prepared in quadruplicate in the name of the Corporation 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.

The invoice shall be sent in duplicate to concerned consignees and two copies to NSC ,H.O.

B) (i) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against proof of delivery of the material at destination. MSME ancillary unit having single point registration certificate issued by NSIC shall be paid 95% of the invoice value.

(ii) Balance 10% or 5% of the invoice value, as may be applicable shall be paid on receipt of satisfactory test report from designated lab. of post delivery sample .

12. Settlement of disputes:

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 Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to 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 Affairs, Ministry of Law & Justice, Government 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 dispute will share equally the cost of arbitration as intimated by the Arbitrator".

13. Corrupt Gifts & Payments of Commission:

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

14. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price which the contractor sells the stores of identical description to any other State/Central Govt./Public Sector Undertaking during the period of the contract.

(To be submitted to NSC along with the envelopes marked "Technical Bid")

SECTION-III

TENDER FORM

To,

FROM :

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

Sir,

i) I/We_____ have read the tender documents as issued by National Seeds Corporation.(hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

ii) I/We agree to keep the offer open for acceptance for a period of 90 days from the date of tender opening.

iii) I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period.

iv) I/We offer to supply the materials as detailed in the schedule attached.

Bank draft No._____ dated _____ for Rs. _____ (Rupees _____) drawn in the name of National Seeds Corporation, New Delhi towards payment of the earnest money is enclosed.

OR

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

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

(a) I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 60 days from the date of tender opening.

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

v. I/We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____.

- vi. I/we have read the arbitration clause in Section-I & II of part 'B' of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under this agreement clause.
- vii. This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.
- viii. Income tax certificate valid on _____ is enclosed herewith.
- ix. Company profile in the prescribed proforma & documents indicated as given in Annexure- B of Section III of part "B" of Tender Document and duly signed & stamped the specification for the items of Part "A" and the terms and conditions of Section I & II of Part "B" contained in the Tender document is kept in a separate cover, marked 'Technical Bid'.
- x. Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part B of Tender document and is kept in separate cover marked " Price Bids"
- xi. I/We have read and understood that my /our Price I bid shall be opened only if bid found qualified based on Technical bid .
- xii. I/We have read and understood that in case our bid stand lowest shall only be considered if the firm is found suitable during spot verification by NSC's officers.
- xiii. I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same and against which the Bids are submitted in two separate covers marked "Technical Bid" and "Price Bid".

(Signature & Stamp of Tenderer)

State Legal status whether prop. Partner,
Registered Firm, Company etc.

NOTE- " Tender Form" Section III duly filed and signed should be kept in cover mark "Technical Bid"

SECTION-III

FORM FOR COMMERCIAL BID

To,

General Manager(Engg),
National Seeds Corporation Ltd.
Beej Bhavan, Pusa Complex,
New Delhi-12

From -----

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender for the item namely supply, installation, testing and commissioning of 150/160 KVA DG Set at NSC, Beej Bhawan, Pusa Complex, New Delhi - 110012. Our rates for the item according to your specification & Terms are as under:

(Signature & Stamp of Tenderer)

NOTE : Our rates are F.O.R door delivery at NSC's premises/destination including all taxes .

(To be submitted to NSC in the envelope marked "Price bid ")

SECTION-IIIFORM FOR TECHNICAL BID

TO,

From

General Manager(Engg),
National Seeds Corporation Ltd.
Beej Bhavan, Pusa Complex,
New Delhi-12

Sir,

Profile of our company is as under:

1. Name of the Company with complete address: -

Phone No: - Office -
Residence-

Fax No:-
E- Mail No:-
Mobile No:-

- 2 Whether proprietorship/partnership:-
Firm or company/society (a copy of Proof)

3. Name(s) of Proprietor's partners, Office: -
Bearers/Directors of the firm along with
Father's name and address.

Complete address:-

Ph. No .Office /Residence:
Mobile No. :
Website /E-mail :

4. Experience and past performance on similar :-
Contract for last 2 years (copies of POs)

Sl. No.	Name of the Organisation	Item	Pur. order No./date

5. Capabilities with respect to personnel, equipment
And manufacturing facilities with details :

(a) Full address where factory is situated:

(b) No. of Skilled Labour:

(c) No. of Unskilled Labour:

(d) Detail of Infrastructure :

(e) List of Machines/equipments with full details :

<u>Name of Machine</u>	<u>Cap.</u>	<u>Qty</u>
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6. Financial standing through latest I.T.C.C. ,: Year Turn Over Profit/Loss
(Balance sheet and profit & loss account) copies
duly Signed by Statutory Auditor of last 3 years.

7. Sales tax registration No.

(a) State Sales tax Registration No:-

(b) Central sales tax registration No.:-

8. Income-tax Pan No. and last two years Income-tax Return:

9. (a) Name and addresses of the Bank & Branch No.:

(b) Type of Account & Account No. :

(c) IFS No :

(d) Name of Account Holder :

10. An 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.:-

(Signature & Stamp of Tenderer)

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAWAN: PUSA COMPLEX
NEW DELHI – 110 012.

BILL OF QUANTITY

NAME OF WORK :- SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 150/160 KVA CAPACITY
AMF DG SET AT NSC , BEEJ BHAWAN, PUSA COMPLEX, NEW DELHI -110012.

A) Supply:

Sl. No.	Description of Item	Qty.	Unit	Rate (In Rs.)	Amount (in Rs.)
1.	Supply of 150/160 KVA capacity AMF DG set, 3 phase 50 Hz, AC Supply with water cooled engine along with all standard accessories as per standard features given in the tender specification.	1 set	Each		

B) Installation

1.	Supplying of 3 ½ x185 sq mm size of PVC insulated and PVC sheathed/ XLPE U.G. aluminum power armoured cable of 1.1 KV grade ISI mark.	15	P.mtr		
2.	Laying of 1 no. 3 ½ x185 sq mm PVC insulated and PVC sheathed/ XLPE aluminum power cable of 1.1 KV grade direct in ground/floor including excavation, sand cushioning, protective covering and refilling the trench etc. as required.	15	P.mtr		
3.	Supplying and making indoor end termination with brass compression gland and aluminum lugs for 3 ½ x185 sq mm PVC insulated and PVC sheathed/XLPE aluminum conductor cable of 1.1 KV grade as required.	4 Sets	Each set		
4.	Earthing with copper earth plate 600mmx600mmx3mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 meter long etc. with charcoal/ coke and salt as required.	4 nos	Each		
5.	Providing and Fixing 25mm x5mm copper strip in 40 mm dia G.I. pipe from earth electrode including connection with brass nut, bolt , spring, washer excavation and re-filling etc. as required.	55 mtr	P.mtr		
6.	Providing and fixing 2 kg capacity dry chemical type fire extinguisher of ISI mark.	2 nos.	Each		
7.	Providing and Laying 1 meter x 2meter x 10 mm thick rubber mat	2 nos.	Each		

8.	Providing and fixing shock treatment chart in glass pane framed with wooden bidding.	1 no.	Each		
9.	Supply, Installation, Testing & commissioning of 320 Amp. TPN main switch fuse unit with HRC fuses of Havells make on the existing electrical panel board i/c connection and interconnection etc. as required.	2 nos.	Each		
10.	Supply, Installation, Testing & commissioning of 320 Amp. 4 Pole change over switch of Havells make on the existing electrical panel board i/c connection and interconnection etc. as required.	1 no.	Each		
11.	Suitable PCC foundation for mounting the DG set of 150/160 KVA capacity including installation of DG Set on the foundation complete in all respect as required for operation of the DG Set.	One job	Each job		
12.	Exhaust pipe 3"/suitable diameter without lagging with support etc.	10 Mtrs.	Per mtr		
	Total :				

Terms & Conditions :

1. Warranty period for engine and alternative shall be as per manufactures warrantee from the date of commissioning.
2. Service tax, if any, may be included while quoting the rate for execution of the work.
3. Payment of variable items such as cables, earth-strips etc. shall be released on actual measurement basis.

.....

Check list of enclosures for Technical Bids:

1. EMD
2. Certificate of registration of the firm
3. Authorization for signing the bid if it is limited company or partnership firm.
4. An affidavit of ownership if proprietary firm/sole traders.
5. Income-tax Return for the current year & previous year .
6. Copy of VAT/TIN & CST Registration No.
7. Copy of work order from customers for quality and timely supply of D.G sets preferably from Govt Organization.
8. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
9. Affidavit certificate that not blacklisted by any Govt /Semi Govt, Deptt / Organization/ institution any and arbitration case pending in this office On Rs 100 non judicial stamp paper.
10. MSME Registered with NSIC Certificate with proper validity for item of rate offered .
11. Other document if any in support of the tender
12. Each and every pages of tender Terms& Conditions must be signed with affixing stamp of authorized signatory of tenderer.
13. Last three years audited Balance Sheets
14. Affidavit on non judicial stamp paper of value Rs 100 that the price charged for stores/supplies under the contract shall under no circumstance exceed the lowest price at which the contractor sell the stores of identical description to any other state/Central Govt /Public Sector Undertaking during the period of the contract .
15. Authorized OEM for Genset Certificate should be attached with the offer.

Note:- All above documents must to be furnished along with the bids for consideration the bids for technical evaluation , in absence of any of the document bid is liable for rejection .

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____ date of 2011 by
* _____ (hereinafter called the "Bank" which expression shall
include wherever permissible, its successors and assigns) in favour of the National Seeds
Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-12(hereinafter called "Corporation"
which expression includes its successors and assigns at the request of
M/s.** _____
_ (herein after called the "supplier") WHEREAS the supplier had tendered in respect of Tender
No. _____ issued by the Corporation. WHEREAS the tender
of the supplier has been accepted and in consequence thereof the Corporation had placed a
Purchase Order for *** _____ mentioned in the Purchase Order
No. _____ dated _____.

AND WHEREAS the supplier is required to deposit security with the Corporation to the
extent of an amount of Rs. _____ value of the
aforesaid order placed by the Corporation on the supplier, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee
to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a
deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be
furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security
deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the supplier commits any breach of any of the terms and conditions of the contract
or of the purchase order and the Corporation declares that supplier has become liable to
forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably
agrees and undertakes and guarantee to pay to the Corporation on demand and without
demure the amount of security money stated above without making a reference to the supplier.

2. The Bank further agrees that the Corporation shall be the sole judge of and as to
whether the said supplier has committed any breach and breaches of any of the terms and
conditions of the contract and the extent of loss, damage costs, charges and expenses caused
to or suffered by or that may be caused to or suffered by the Corporation on account thereof
but not exceeding the amount of security as stated above and the decision of the Corporation
that the said supplier has committed such breach and breaches shall be final and binding on the
bank.

3. The bank understand that it shall not necessary for the Corporation to precede against
the tenderer before demanding the aforesaid amount of bank guarantee from the bank of
preceding against the bank and the guarantee herein contained shall be endorse- able against
the bank.

4. This guarantee shall remain in full operation up to 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank hereunder.

5. Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs._____. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1.

2.

* Here fill the name of Bank with address.

** Here fill the name and address of the supplier.

*** Here fill the name of the material for which order has been placed.

.....

SECTION-V

AGREEMENT

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

WHEREAS the "Corporation" with the intention of purchasing Certification and packing materials invited offers vide tender No. _____

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

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

SETTLEMENT OF DISPUTES

All disputes or differences in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Managing Director of the Corporation and in the absence of MD, 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 such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award.

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In-charge of the Bureau of Public Enterprises. The arbitration Act 1940 shall not be applicable to the arbitration under this clause.

The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

For and on behalf of the supplier

For and on behalf of the National Seeds Corporation Ltd. New Delhi.

Witness

1.

2.

3.

Witness

1.

2.

3.