

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



TENDER FOR SUPPLY/INSTALLATION/MAINTENANCE
OF FIRE FIGHTING SYSTEM

At 14-15, FARM BHAWAN, NEHRU PLACE, NEW DELHI – 110 019

TENDER DETAILS

- | | | |
|----|---|------------------------------|
| 1. | Date of commencement of issue of Tender Form: | 20.05.2015 |
| 2. | Date for Pre-Bid Meeting at NSC Office,
Beej Bhawan, Pusa Complex, New Delhi -12 | : 01.06.2015 |
| 3. | Last date & time of receipt of Technical
& Financial Bids | : 15.06.2015
by 3.00 P.M. |
| 4. | Date and time of opening Technical Bids
at NSC, New Delhi | : 15.06.2015
by 4.00 P.M. |
| 5. | D.D. towards the cost of Tender Form | : Rs.500.00 |

1. INTRODUCTION :

National Seeds Corporation Limited (NSC) invites sealed offers under two-bid system from reputed firms who are experienced/ reliable in the field of supply/ installation/ maintenance of Fire Fighting System and are having their office, preferably at Delhi. NSC is having its own 5 storied building at 14-15, Farm Bhawan, Nehru Place, New Delhi – 110 019 where Fire fighting System have already been installed.

The Tender Form may be obtained from the office of NSC at Beej Bhawan, Pusa Complex, New Delhi – 12 upon payment of Rs.500.00 (Non-refundable) by way of DD/pay order favouring National Seeds Corporation Limited payable at Delhi.

Alternatively, the Tender forms can also be downloaded from our website www.indiaseeds.com and the cost of Tender Form should be paid by means of DD/pay order along with Technical Bids.

NSC reserves right to reject any/all applications without assigning any reasons, whatsoever.

2. TECHNICAL ELIGIBILITY CRITERIA

The preliminary evaluation will be done on the following parameters based on proof of documents submitted along with the tender and offers from firms not conforming to any of these parameters or not supported by proof of document will be rejected:

S.No.	Parameters	Remarks
1	Sales /Turnover	The sales/turnover for the past 3 years shall be submitted.
2	Net Profit	The Firm should have earned profit during each of the last three years
3	Experience of firms in the field of servicing and maintaining Fire Hydrant System	a) The Bidding firm should be in the field of Maintaining and Servicing of Fire Hydrant System for not less than Five Years. b) The Firm should be maintaining Fire Hydrant Systems at minimum one building having an area of 30000 sqft or more and should preferably be a Govt./Public Sector Undertaking. The building should be at least two floors high.
4	Own office and service centre in Delhi/NCR	The Firm should have an office of their own in Delhi/NCR Delhi and having their own Engineers in Delhi/NCR Delhi.
5	Registration under Shops and Establishments Act	The Firm should got registered itself in Delhi/NCR Delhi under the Shops and Establishment Act not less than a year ago.
6	Assessees of Income Tax & Registration under Service Tax Act	The Firm should have filed Income Tax Returns during last three Assessment years i.e. 2011-12, 2012-13 and 2013-14 and should have registration for Service Tax.
7	Reference from existing customers	The Firm should submit, along with the Tender, Certificates in original about the fact that the Firm is holding AMC for Fire Hydrant System and about the quality of the Firm's Services from two of their existing customers. Firm should furnish details like name, address and telephone numbers of references as per Annexure III .

3. DETAILS OF REQUIREMENTS:

The nature of work shall include inspection of existing Fire Fighting System and the possibility of reviving it to bring under operational condition by providing additional facilities to meet the present standard norms set by the concerned authorities AND also after removing the existing system, fresh supply/installation of equipments to meet the present norms set by concerned authorities. In both the cases, the responsibility of obtaining clearance certificate from the relevant authorities shall be vested with the party.

3.1 Pumping Sets:

Electrical/Diesel Driven pump sets are installed in the said premises for pumping water from underground storage tank to 5th floor. All leaks, pressure droppings and defects, if any, in the joints, tees, elbows, volves etc. should be checked and rectified. Finally, the system should operate at the recommended pressure which should be ensured.

3.2 Fire Fighting System:

The various components of Fire Hydrant System like Hydrant volve, Hose reel, nozzles, Volves, N.R. valves, Air Release Volves, Pressure switches, control panels etc. should be thoroughly checked & the defects should be rectified.

3.3 Electrical Panels:

Operation of all instrument and meters provided on the electrical panel board should be thoroughly checked, tested & defects, if any, should be rectified and satisfactory performance should be ensured.

3.4 Pipe Work:

The entire pipe lines (both concealed and open), should be thoroughly checked for any leaks. The clamp supports, rusting of pipes etc. should be checked & the defects, if any, should be rectified.

3.5 General:

The smoke detection system, Fire alarming system, etc. which are required as per norms should also be checked & defects, if any should be rectified.

4. NO OBJECTION CERTIFICATE/CLEARANCE CERTIFICATE:

The responsibility of obtaining the clearance certificate or NOC from the concerned authorities shall be vested with the party. However, the license fee etc. shall be paid by NSC.

5. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT(AMC) :

The parties may also submit their AMC for regular maintenance/servicing of Fire Fighting System. This would include repair and maintenance of the Diesel/Electrical pumps, complete Fire Hydrant System including electrical control panel etc.

Maintenance and servicing of Fire Hydrant System is to be carried out periodically within the year of contract i.e. AMC period. The complete Fire Hydrant system will be serviced/maintained during the AMC period. The operators should be deputed as and when required. The selected firm should be responsible to ensure that the above system is serviced and maintained to keep it functional without any flaw or downtime during the period of AMC. The parties should furnish the complete profile as per proforma at **Annexure II**. This AMC is subject to renewal for consecutive years on mutual agreement.

6. TWO BID SYSTEM:

The offer should be submitted in the form of two Bid System. The Technical Bid should be submitted in a separate sealed envelope superscribed **“Technical Bid for Maintenance of Fire Fighting System”** and the price Bid should be submitted in another sealed envelope superscribed **“Price Bid for Maintenance of Fire Fighting System”** and both these sealed covers should be placed in another sealed envelope superscribed **“Tender for Fire Fighting System”**. This Tender should be submitted latest by 3.00p.m. on 21.05.2015. The Tender should be deposited in the Tender Box at National Seeds Corporation Limited, Beej Bhawan, Pusa Complex, New Delhi -110012.

7. EARNEST MONEY DEPOSIT (EMD)

EMD of Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Draft/ Pay Order issued by a Scheduled Commercial Bank favouring National Seeds Corporation Limited payable at New Delhi, must be submitted along with the Technical Bid. **Offers not accompanied with the EMD will not be accepted.**

This amount will be forfeited if on being selected for NSC job, the offerer refuses to accept work order or having accepted or fails to carry out his obligations mentioned therein. Bank Guarantee in lieu of EMD will not be accepted. No interest will be payable on the EMD. The EMD will be refunded to the unsuccessful bidders. The EMD paid by the successful bidders will be released only after satisfactory completion of their offer.

8. The Technical Bid should comprise the following :

- 8.1 Covering letter on the prescribed format (Annexure I)
- 8.2 Pay Order of Rs.500/- i.e. cost of Tender form if downloaded from NSC website
- 8.3 EMD of Rs.50,000/- in the form of Demand Draft/ Pay Order issued by a Scheduled Commercial Bank favouring “National Seeds Corporation Limited” payable at New Delhi.
- 8.4 Contractor’s Profile as per Annexure II
- 8.5 Details of reference sites, as per Annexure III

9. The Price Bid should contain the following:

- 9.1 The Price Bid should be quoted strictly in the format of Annexure IV
- 9.2 Any variation in the rates quoted in words and figures of the price Bid will make the price Bid ineligible.
- 9.3 The Prices quoted should be inclusive of all taxes. However, Service Tax shall be charged extra.

10. VALIDITY:

The offer should be valid for 90 days from the date of opening of Technical Bid.

11. Openings of Tenders:

- 11.1 Technical Bids will be opened by 4.00 P.M. on 15.06.2015 at the office of National Seeds Corporation Limited, Beej Bhawan, Pusa Complex, and New Delhi - 12 in the presence of Tenderers who may wish to be present. No separate intimation will be sent to the Tenderers. The bids will be opened at the time and date mentioned above irrespective of whether their representatives are present or not.

11.2 The Price Bids of those Tenderers whose Technical Bids have been accepted after due analysis, will be opened subsequently. Shortlisted Tenderers will be notified by e-mail/post and their representatives may be present at the time of opening of price bids.

12. **General Terms & conditions:**

The terms and conditions of this tender notice are available at **Annexure V**.

13. **Agreement :**

The successful Tenderer has to execute an agreement with NSC as per the proforma available at **Annexure VI** within 15 days from the date of receipt of supply/work order.

14. **Security Deposit:**

The Security Deposit of 10% of contracted value has to be deposited by way of Demand Draft drawn in favour of NSC and payable at New Delhi within 15 days from the date of receipt of supply/work order. The Security Deposit may also be paid in the form of Bank Guarantee as per details indicated at **Annexure VII**.

Sr.General Manager (Engg.)

The Sr.General Manager (Engg.)
National Seeds Corporation Limited,
Beej Bhawan, Pusa Complex
New Delhi – 110 012.

Dear Sir,

Sub : Your Tender for Supply/Installation/Maintenance of Fire Fighting System

With reference to your Tender Notice Published in Newspaper on _____ and uploaded on your website with effect from _____, we, having examined and understood the instructions, terms and conditions forming part of Tender, hereby enclose our offer for supply/installation/maintenance of Fire Fighting System as detailed in your referred Tender.

We confirm that we had not been disqualified by any Government or Public Sector Undertaking for supplying, servicing and Maintenance of Fire Hydrant System.

We further confirm that our offer is in conformity with the terms and conditions as mentioned in your Tender.

We also confirm that the offer shall remain valid for 90 days from the last date of submission of the Offer.

We understand that NSC is not bound to accept the offer in part or in full and that NSC has the right to reject the offer in part or in full without assigning any reason, whatsoever.

We enclose herewith Demand Draft/Pay Order for Rs.50,000/- (Rupees Fifty Thousand only) favouring National Seeds Corporation Limited and payable at New Delhi, towards Earnest Money Deposit(EMD), details of the same are as under:

Demand Draft/Pay Order No.
Date of Demand Draft/Pay Order
Name of Issuing Bank

Yours faithfully,

(Authorized Signatories)
(Name and Designation, seal of the Firm)

Contractor Profile

1. Name of the Organization and Delhi/NCR Delhi address:
2. Year of Establishment :
3. Status of the Firm:
(whether Pvt. Ltd. Company/Public Ltd. Company/Partnership/Proprietorship Firm)
4. Name of the Chairman/Managing Director/CEO/Partners/Proprietor as the case may be.
5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so mention No. and date and enclose copy of Registration Certificate.
6. a) Name and Address of Bankers:

b) Turnover of the Company/Firm in 2011-12, 2012-13 and 2013-14
(Please attach a copy of the audited Profit & Loss Accounts for the years 2011-12, 2012-13 and 2013-14 as proof documents)

2011-12 :
2012-13 :
2013-14 :
7. Whether Registered for Service Tax purposes? If so, mention the Registration No. and enclose copy of Registration Certificate.
8. Whether an assesses of Income Tax? If so, mention Permanent Account No. and furnish copy of latest Income Tax Return Filed.
9. Give details of Service facility in terms of Technical Manpower provided by your Company in Delhi/NCR Delhi.
10. Since when and how long your Company/Firm has been servicing Fire Hydrant/Fighting Systems?
11. If you have been qualified by Public Sector Undertakings, or Government Bodies, for servicing fire Hydrant/Fighting Systems, furnish their names, category and date of empanelment.

12. Furnish the addresses and details of renowned buildings in Delhi/NCR Delhi where you are presently providing services for servicing, maintaining and operating Fire Hydrant/Fighting System:

S.No.	Name of Organization with Address	Year of Empanelment
1.		
2.		
3.		

(Please attach copies of work orders/copy of AMC Agreement)
A separate sheet may be attached if above space is inadequate.

- 13.1 I/we have read the instructions appended to the Proforma and I/We understand that if any false information is detected at a later date, any contract made between ourselves and NSC on the basis of the information given by me/us can be treated as invalid by the NSC and I/We will be solely responsible for the consequences.
- 13.2 I/We agree that the decision of NSC in selection of Contractors will be final and binding on me/us.
- 13.3 All the information furnished by me/us above here is correct to the best of my /our knowledge and belief.
- 13.4 I/We agree that I/We have no objection if enquiries are made about the work listed by me/us here in above and/or in the accompanying sheets.

Place :
Date :

Signature
Name & Designation & Seal of the Company

Annexure-III

Reference Site Details

(1) Name of the Company	
Address of the Company/Building	
Name, Designation of contact person with Telephone No. and e-mail id	Name Designation Mobile No. e-mail id
Details of Fire Hydrant/Fighting Systems in the Building	

(2) Name of the Company	
Address of the Company/Building	
Name, Designation of contact person with Telephone No. and e-mail id	Name Designation Mobile No. e-mail id
Details of Fire Hydrant/Fighting Systems in the Building	

Authorized Signatory

PRICE BID

- | | | | |
|----|---|---|-----------------|
| 1. | For inspection of existing Fire Fighting/Hydrant System Including revival of the same to bring under operating condition by providing additional facilities to meet the present standard norms set by the competent authority | } | Rs.
(Rupees) |
|----|---|---|-----------------|

AND

- | | | | |
|----|--|---|-----------------|
| 2. | For removal of existing system and for fresh Supply/installation of equipments to meet the present standard norms set by competent authority | } | Rs.
(Rupees) |
|----|--|---|-----------------|

Signature
With Rubber Stamp

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:** -The supplier shall within 15 days from the date of issue of purchase order execute the agreement on non-judicial stamp paper of Rs.100/- as per prescribed Performa, in the tender document, with the Corporation.
4. **Composite Bank Guarantee Bond:** -Successful bidders are required to deposit security money in the form of Demand Draft on any scheduled commercial Bank Payable at New Delhi/ Delhi in favour of National Seeds Corporation Ltd. or furnish composite bank guarantee bond for execution of order, performance of the system during the warranty period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished as per Performa attached at **Annexure VII**. The composite bank Guarantee Bond should be valid up to 15 months. It should be issued by any nationalized bank of any Branch. The authorized signatory of the firm should furnish the affidavit stating that the composite Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The composite Bank Guarantee will be discharged by the Purchaser/Corporation and returned to the supplier not later than 20 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 equipments at sites within **___days from the date of issue of supply order provided vacant space by the farm for execution of the job is provided** or otherwise specified. 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. G R note issued and the certificate of installation and commissioning issued by the consignee shall be final for the purpose of calculating delivery period.

6. **Place of Delivery:** - Place of delivery shall be as per. "Destination of supply of equipments" of the Tender Document.
7. **Pre -Delivery Inspection:** - The Corporation at its discretion may depute their representative for the inspection of the material at the works of the firm or same can be inspected at site. However, the supplier shall give at least 10 days to the Purchaser/Corporation to inspect the machine/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 machine/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, machine/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.

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 I i.e. Dispatch Destination 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 it's settlement.
- 13. 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 _____

14. 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 call 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 equipment shall carry 15 months warranty commencing from the date of receipt of equipment at the site or 12 months from the date of commissioning of equipment whichever is earlier. The warranty period for replaced parts will extend only to 12 months from the date of its replacement but for fast moving parts the guarantee shall be extended to the remaining period of equipment warrantee.

15. Liquidated damages:-

It is emphasized by the Corporation/purchaser & understood by the supplier that the period of deliver, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery period will cause damages to the Corporation/purchaser. Subject to Clause 17, 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.

16. 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.

17. Force majeure:-

- 17.1** Notwithstanding the provisions of Clauses 15 & 16, the supplier shall not be liable for forfeiture of its liquidation damages or termination for default, in 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.
- 17.2** 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 and not foreseeable. Such events may include, but are not limited to, acts of the Corporation/Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3** 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 Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Terms of payments:-

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

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

Invoice should have 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. 13 above. Invoice to be sent in duplicate to concerned consignees and two copies to NSC, H.O.

- B.** Unless otherwise specified in the contract, 75% of the invoice value (excluding installation and commissioning charges) 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 also be paid 80% 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 Corporation.

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 25% of the invoice value along with installation and commissioning charges as may be applicable shall be paid after 30 days of the successful machine commissioning and trial report received from consignee.

19. Settlement of disputes:-

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

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

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

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

20. 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.

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

Note: (Duly signed with stamp on each & every page of “General Terms & Condition” of the Contract “to be placed in the envelopes marked “Technical Bid”).

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 Fire Fighting System 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/Work Order NO.....dated..... with supplier, for the supplies of Fire Fighting System/unit 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 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 the machine/equipment 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.

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 subscribe 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 :

National Seeds Corporation Ltd., Beej
Bhawan, Pusa Complex, New Delhi -12

Witness:

Witness:

1.

1.

2.

2.

3.

3.

NATIONAL SEEDS CORPORATION LTD.

SECTION - IV

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

This Bank guarantee executed on thisday of.....,2015by Bank (hereinafter 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/work order of Fire Fighting System etc. under this Corporation’s supply/ Purchase Order NO.....dated Placed with the suppliers, supplier has warranted about the specifications and performance of the Fire Fighting System supplied under the Corporation’s order’.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain 10% of the price of the goods 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 composite 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 fodder block making 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 machine/equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 12 calendar months from the date of commissioning of machine/equipment or 15 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 12 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 12 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. 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 till 3 months after the expiry of warranty period. 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.