

NATIONAL SEEDS CORPORATION LIMITED
(A Govt. of India Undertaking)
Beej Bhawan, Pusa Complex, New Delhi –110012)
Website: <http://www.indiaseeds.com> & www.nsc.gov.in



**TENDER DOCUMENTS
FOR THE SUPPLY OF COMPUTERS,PRINTERS & PERIPHERALS**

LAST DATE FOR RECEIPT OF TENDER : Upto 13.00 Hrs. on 01.06.2010
DATE OF OPENING OF TENDER : At 15.30 Hrs. on 01.06.2010

Rs.200/-

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

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**National Seeds Corporation Limited
(A Government of India Undertaking)
Beej Bhawan, Pusa Complex,
New Delhi-110012**

**Phone : 25842209,25841377
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Website: www.indiaseeds.com**

IT/PLAN/3/NSC/2010-11

Dated: 12th May, 2010

NOTICE INVITING TENDER

NSC invites sealed tender for supply of Computers, Printers and other peripherals of reputed brand for its corporate office at New Delhi.

SL No	Description of Work	Quantity (in nos.)	Earnest Money(in Rs.)	Tender Cost
1	Desktop Computers	20	20000/-	Rs.200/-
2	Dot Matrix Printers	3	1000/-	
3	Laser Printer	5	1000/-	
4	UPS	20	2000/-	

Tender documents can be obtained from the office of the undersigned at above address on payment of Rs.200/- (Non refundable) by Demand Draft in favour of National Seeds Corporation, New Delhi, drawn on any Nationalised & Scheduled Bank and payable at Delhi/New Delhi or cash on all the working days. Tender form is also available on NSC's website i.e www.indiaseeds.com . Tenderers, who download the Tender Form from web site are required to deposit the cost of Tender Form alongwith their bid. Bid without payment the cost of Tender Form is liable for rejection. SSI units registered with NSIC for the quoted item under single point registration scheme after 30.6.81 are exempted from payment of cost of tender document subject to furnishing documentary proof in support of their claim alongwith their request letter. Purchase preference for CPSEs for both product and services are available as per the Government approved policy.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof.

Last Date of Receiving of Tender: 01.06.2010 upto 13.00 Hrs.
Date of Tender Opening 01.06.2010 upto 15.30 Hrs.

General Manager (Engg.)

PART - A

SPECIFICATION & QUANTITY OF ITEMS REQUIRED

Sl.No	Item	Features	Specifications	Qty Required (nos)
1	Desktop for Head Office	Processor	Intel Core 2 Duo E4600 2.4 Ghz, 2MB L2 Cache and 800 Mhz FSB.	20
		Motherboard & chipset	Intel 3 Series/nVidia GForce 7 Series or better on OEM Motherboard.	
		Bus Architecture	Integrated Graphics, 2 PCL PCI Express x1 and 1 PCL Express x16.	
		Memory	2 GB DDR2 SD 667Mhz with minimum 4GB Expandability.	
		Hard Disk Drive	160 GB SATA 7200 rpm Serial ATA HDD	
		Monitor	43.2 cm (17" inch) TFT Digital Colour Monitor TCO-03 certified.	
		Key Board	104 Keys Keyboard.	
		Mouse	Optical	
		Bays	4 Nos. (2 nos.5.25 for optical media drives and 2 nos. 3.5 " for hard disk drivers)	
		Ports	6 USB ports (with at least 2 in front) 1 Serial audio ports for microphone and headphone in front.	
		Cabinet	Mini tower DMI: DMI2.0 compliance and support.	
		DVD ROM Drive	8x or better DVD ROM.	
		Networking facility	10/100/1000 on board integrated network port with remote booting facility, remote system installation, remote wake-up.	
		Operating System	Microsoft Windows Vista Business preloaded with media and documentation certificate of authenticity.	
		Pre-loaded software	Norton, MC Afee or equivalent antivirus with one year license, MS Office 2007. Akshar Naveen(Hindi/English) with media and documentation.	
2	Laser Printer		Upto 16ppm print speed max. duty cycle of 5000 pages.	5
3	Dot Matrix Printer		24 pins, 136 column,300cps at 10cpl with one parallel port with English & Devnagari scripts inbuilt.	3
4	APC UPS	1KVA	Line interactive UPS (CE Rated KVA 1.0, Min.VAH:168 or UL certified)with AVR for single phase AC 160v to 280v input for 30 min. backup for desktop	20

PART- B

SECTION – 1

Instructions to Tenderer

1. The Tenderers are advised in their own interest to carefully read the tender documents and understand their terms & conditions. Unless the tenderer specifically states to the contrary in respect of any particulars clause, it shall be presumed that tenderer accepts all the terms and conditions as have been specifically mentioned in the tender documents.
2. Tender must be submitted in the tender form provided in annexure-I, 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 and conditions as the conditional tender may be treated as void.
3. Erasure and or alteration in the bid documents should be avoided. Modifications, erasure or alteration, if any, should bear the signature of the person signing the bid alongwith stamp of the tenderer .Any modification not so signed will be ignored the whole tender may be treated as void and not accepted on this ground.
4. Normally no deviation from the specification laid down in part “A” will be accepted. However, if the tender feeds that he can supply the items, which shall fulfill the requirement of NSC with different & better specifications, the tenderer should mention 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 period described in clause 4 of section II. The delivery period so specified will be the essence of the contract. It would be clearly understood that any delay in delivery will cause damages to the corporations. Only those parties should tender who are in a position to stick to the delivery schedule prescribed hereinafter. Their attention is also invited relating to liquidated damages which shall be binding.
6. Tenderer must have handled the contract of similar nature and magnitude in the past two years be mentioned in details. The tenderer may furnish the list of actual users of the Hardware quoted, for 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 escalations. 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/unitwise as indicated in part “ A “ of the tender documents and should be given strictly in a manner as indicated in the annexure-I of section-III of the part “B” of the tender document.

- (a) The rates should be quoted inclusive of all taxes against Form "C" on the basis of F.O.R NSC's Office destination delivery.
- (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 presumed 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.
- (c) Hardware/Software offered should be of regulatory compliance.

8. Printed terms and conditions of tendering firm:

Printed terms and conditions of the tenderer shall not be considered/accepted 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 and this may be treated as void.

9. Earnest money:

Tenderers are required to deposit earnest money as per NIT for each item with the Corporation by following manner:-

- (a) By means of attaching a Demand Draft drawn on any scheduled bank payable at New Delhi/Delhi in favour of NSC Ltd., CHEQUE WILL NOT BE ACCEPTED.
- (b) Exemption of earnest money deposit for Indian manufacturers/ registered with NSIC under Single Point Registration Scheme. Indian manufacturers/supplier who are small scale 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 in enclosed with the offer. This facility will however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN SMALL SCALE INDUSTRIES AS DEFINED ON "b" 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 AFTER 30TH JUNE, 1991 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. TENDERERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

THE PUBLIC SECTOR UNDERTAKING 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 in duplicate addressed to the General Manager (Engg), National Seeds Corporation Ltd., as per the prescribed Proforma given at Annexure-I ,Section III ,part "B". Each copy of the tender should be completed in all respect and should preferably be bound. First copy must be marked as original and second as "duplicate". The tender marked "Original" shall alone be considered for the purpose of comparison and calculation. All pages of the tender & enclosures should be numbered consecutively and bear the signatures of the tenderer with stamp .

11. Procedure for submission of tender:

The tender should be submitted in two separate sealed covers one containing "technical Bid" and shall include technical specifications, duly signed terms and conditions of supply as per tender document , EMD and duly filled Tender Form except "Financial Bid " and second envelop containing of "Financial Bid". These two sealed envelops shall be kept in one envelop sealed and addressed to the **General Manager (Engg), National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-12** and super scribing thereon "TENDER FOR SUPPLY OF 'COMPUTERS, PRINTERS AND PERIPHERAL', OPENING SHALL ALSO BE STATED ON THE ENVELOP. THE ENVELOPES CONTAINING THE 'TECHNICAL BIDS' AND 'FINANCIAL BID ' Shall also be super scribed thereon "Technical Bid" and "Financial Bid" as the case may be. The tenderers not complying with the manner prescribed herein are liable for rejection straight away.

12. Opening of tender

The tenderers or their authorised representatives may attend at the time of opening of tender if they so desire. The envelop containing the " Technical Bids" shall be opened on the date of opening of tender & "Financial Bids" of only technically qualified Tenderers shall be opened in due course under intimate to such Tenderers.

13. Tenderers or their authorized representative or nominee should be available for furnishing clarifications on their offer as may deem to be necessary for the Corporation.

14. Contracts

The successful Tenderers shall within 7 days of issuance of notice regarding acceptance of tender shall execute a formal agreement as per the format given in Section IV part "B" , wherever the value of contract ordered is more than Rs. one lakh. The terms and conditions contained in 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 Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement shall be borne by the successful tenderer.

15. Refund of earnest money:

a) Unsuccessful tenderers:

In case of unsuccessful Tenderers , the earnest money, if deposited, shall be returned without interest after the finalization of tenders or after expiry of validity period of the respective offer, which ever is earlier by means of crossed cheque drawn on a scheduled bank in India payable in New Delhi and the Corporation will not be responsible for reimbursing to the Tenderers the Banks commission for encashing the same.

b) Successful tenderers:

- i) The successful Tenderers shall deposit the Security Money@ 10 % value of the Purchase Order within 15 days alongwith the agreement from the date of issuance of purchase order, in case agreement is not applicable, deposit the security money by demand draft or furnish Bank Guarantee in the manner indicated in section "V " 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, withdraws his tender before the receipt of the official decision or a tenderer whose tender has been accepted(i) fails to execute the contract(ii) to furnish security after such an 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 and conditions 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 tender document (General conditions of the contract)

18. Validity of offers:

The tenderer shall keep their offers open for acceptance for a period of 60 days from the date of opening the tender. In case the last date happens to be holiday, offers shall remain open for acceptance till the next working day. Tenders 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 opened to the Corporation to place repeat order with the vender 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.

20. Splitting of orders:

The Corporation may decide to split the order among two or more tenderers. However the seller shall agree to give performance of the system placed together.

21. Price preference to Public Sector Undertakings:

The price preference will be given for the product of Public Sector Enterprises in competition with Private Sector Undertaking in the matter of purchase of Govt. Deptt/Public Sector Undertaking as per rules.

22. The tenderer should clearly indicate the name and title 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 should be stated. If the firm is registered, copy of registration certificate, copy of the partnership deed or copy of memorandum of articles and association, as the case may be/should be furnished alongwith the tender, as per Annexure"II" section III part "B" of the Tender Document .

23. The tenderer should obtain and furnish a copy of return of income tax of last year from the Income Tax Deptt. and photocopy shall be enclosed in the envelop containing technical bid.

24. The tenderer shall give details of their service contract or their plan as to how they would cater to the Corporation's needs of after sales service during warrantee period and after that, if AMC is awarded. Details should form part of technical bid.

SECTION – II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. Transfer and subletting

The vendor shall not transfer, sublet, assign, to part with or to nominate any other party, person, firm or corporation on their behalf concerned directly or indirectly with the contract without the previous written permission of the Corporation

2. Indemnity

The supplier shall at all times indemnify the corporation (NSC) against all claims which may be made in respect of the Hardware and Software 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 known as Buyer, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but his own expenses, to conduct negotiation for settlement or prosecute any litigation that may arise there from. In the event of Corporation becoming liable to any amount on any aforesaid account the supplier shall make good the amount so payable and the expenses on that behalf.

3. Secutiry Deposit & Performance Guarantee.

A. Applicable to bidders who are not SSI Units.

(i) SECURITY DEPOSIT

The supplier shall within 15 days from the date of issuance of purchase order, , furnish security deposit with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment and performance of the conditions of the contract. The security deposit shall be furnished in the following manner.

- a) By means of a Demand Draft on Scheduled Bank payable at New Delhi/Delhi in favour of National Seeds Corporation Limited. The details of Bank Draft shall be submitted to IT Section.

OR

- b) By means of Bank Guarantee as per prescribed Proforma enclosed under Section-V, Part –B of the tender document issued by any Scheduled Bank at Delhi/New Delhi only. The bank guarantee should be accompanied by a forwarding letter by the Bank on their letter head. The Bank Guarantee shall be kept valid upto 36 months from the date of issue.

4. Delivery

The suppliers shall complete the supply and commissioning at sites within 30 days from the date of placing purchase order. For some of the items, early delivery as may be agreed between purchaser & supplier shall also be completed by the supplier.

However, the goods may be delivered early also for which no extra benefit or relaxation in payment terms shall be allowed to the vendors. The date of receipt of goods as specified in the prescribed receipt form i.e G.R. note by consignee shall be final for the purpose of calculating delivery period.

5. Pre-delivery Inspection

The supplier at the appropriate point of time shall intimate to the Corporation to depute representative for pre delivery inspection of computer hardware, software & peripherals, and after having been cleared by inspecting agency, hardware shall be delivered. The supplier shall make available facility for test of invisible factors such as specifications etc.

6. The price should be for delivery, installation and commissioning at the NSC Ltd. New Delhi.
7. The computer system should be supplied in proper packaging to avoid any damage to equipment in transit. The supplier will be responsible for any damages which may be caused during transit. If necessary, the supplier will arrange for escort transit cover, as required, at his cost.
8. As a normal payment plan 90% payment shall be made against supply of material in good condition at site after pre and post delivery inspection and G.R note and 10% after satisfactory completion of installation, commissioning and fulfillment of performance guarantee requirements.
9. All the items excepted consumable supplied, should be on site guaranteed for at least a period of 3 years during which period any defective part should be replaced free of cost. During this period the supplier should guarantee a maximum downtime of 24 hours.
10. For services mention in Para 9 above, the supplier should furnish a bank guarantee for 10% of the above order value for a period of 36 months from the date of installation and commissioning mentioned in prescribed proforma given in Section V , Part-B of Tender Document . If the downtime exceeds 24 hours, a suitable standby system should be provided free of cost. The NSC Ltd., reserves the right to encash the Bank Guarantee, if these service conditions are violated.
11. The selected tenderer should extend the Bank Guarantee uptill the 3 years performance guarantee period at least one month before the expiry of the Bank Guarantee failing which the NSC reserves the right to encash the Bank Guarantee.

12. The software supplied should be licensed for which the tenderer should be legally authorised to sell. The tenderer should indemnify the NSC and its offices from any legal action arising out of supply of software.
13. The software supplied should be free of all bugs and guaranteed so. The tenderer should guarantee to rectify the bugs noticed during use.
14. The tenderer should also guarantee to keep NSC informed of latest versions/updates of these softwares and supply these free of cost where possible or else at concessional rates.
15. It is obligatory to submit the original tender form duly signed to ensure the acceptance of all the terms and conditions.
16. The warranty shall include replacement, maintenance and/or repair of all items of hardware and software during the period of warranty.
17. All software supplied should match the version and the manuals.
18. The rates should be free from all escalations. However, all tax benefits, if applicable, should be passed on to NSC.
19. Delivery, installation and commissioning period should be clearly mentioned in the tender and should not exceed 30 days under any circumstances. Any or all quotations may be rejected without assigning any reason. **The decision of the Chairman cum Managing Director, NSC shall be final and binding in this regard.**

20. Changes in specification

- (a) Should the Corporation require any change in specifications, the vendor shall use his best Endeavour to comply with the Corporation's wishes subject to fair adjustment of price and delivery scheduled where appropriate.
- (b) If at any time during the terms of this contract the Pan of the Corporation changes for any reason, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier.

21. Marking

The supplier shall comply with the requirement of India laws relating to merchandise and rules made there under for making of all the goods supplied.

22. Packing

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

23. Where sales 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 purchaser and has been paid/will be paid by us to the Sales Tax Authorities, our sales tax registration No. central/State.....

24. Warranty:

- a) The supplier shall warrant that the Computer Hardware and other materials to be supplied under this contract shall be free from all defects & faults in material, workmanship & manufacturing and shall be of the highest grade and consistent with the established & generally accepted standards for materials of the type ordered and in full conformity with the contract specifications.
- 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 call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the vendor. If the vendor desired to take over the defective items/store, it shall be done within one month from the date of replacement. Thereafter, purchaser shall not be responsible to keep the defective items/store.
- d) The system should fulfill the following conditions under free on site comprehensive warranty:
 - (i) Any failure in the system or subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint, including loading of operating software if required.
 - (ii) If the system is down beyond 48 hours, penalty at the rate of Rs. 250/- (Rupees Two hundred and fifty only) per day per system will be charged or recovered out of the Bank Guarantee held towards warranty/AMC. In case of any system/subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of supplier which will be deducted from the Bank Guarantee/AMC due to supplier.
 - (iii) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behavior or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.

25. Liquidated damages

It is emphasized by the Corporation and understood by the vendor that the period of delivery stipulated in the contract is the essence of the contract. It is admitted by the vendor that any delay in the delivery 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 vendor hereby agrees that the Corporation/purchaser shall suffer damages at the rate of 2% for one week delay and supply beyond three weeks delivery period will not be accepted. The vendor undertakes that if he fails to deliver the items by the time specified in the order for supplies, he shall be liable to pay damages at the rates given above. The Corporation may withhold any payment due to the vendor until the whole of the items/stores have been fully supplied and delivered and Corporation may deduct or recover from the vendor 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.

26. Default & Risk purchase

- a) Should the vendor fail to have the material ready for delivery as aforesaid, or should the vendor in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specification or should it have winding up order made against it or make or entered into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsorily or voluntarily) 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 vendor 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 vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

27. 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 Authorised agent. Every invoice shall bear a certificate that **"the material covered by the invoices has been inspected by the supplier before delivery and confirm 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 NSC Head Office.

- 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 in good condition i.e offer pre and post delivery inspection and G.R. Note.
- ii) Balance 10% of the invoice value shall be paid within 30 days of completion of successful installation, commissioning and fulfillment of all formalities for performance guarantee requirements.

28. 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 (CMD)** 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 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 and publishing the award with the consent of the parties will have no objection to the appointment of the arbitrator on the ground that the such arbitrator had dealt with the matter of any earlier stage.

29. Corrupt Gift & Payment 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 vendor under this or any other contract or may recover the same by appropriate proceedings.

BIDDER QUALIFYING CRITERIA

- a) The firm should preferably be original equipment manufacturer or authorized distributor or dealer of original equipment manufacture. The bidder should provide an undertaking from the Original Equipment Manufacturer that the product is covered under comprehensive 3 years on site warranty.
- b) Supplier has to ensure minimum down time and therefore must have adequate infrastructure to attend complaint at the locations, the goods are supplied.
- c) The bidding firm should be in the business of supply of computers, peripherals and software for at least the last 2 years and should have satisfactorily executed at least 2 projects of similar nature in the past 2 years. Proof to this effect should be furnished in technical bid.

Section –III

Tender Form

To,

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

Sir,

- i) I/We _____ have read the tender documents as issued by National Seeds Corporation Ltd., (hereinafter called Corporation) and hereby agree to abide by the said instructions terms and condition.
- ii) I/WE also agree to keep the offer contained in the tender open for acceptance for a period of 60 days from the date fixed for opening the same.
- iii) I/We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to and repeat the order on the same terms and conditions for additional quantities likely to be required during this period. The additional quantities will not exceed 50% of the quantity in the initial purchase order.
- iv) I/We offer to supply the material as detailed mentioned in Part-A herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within maximum period of 30 days as agreed with the purchaser for part quantities from the date of placing of order as agreed with the purchaser.
 - a) Bank _____ Drat _____ No.dated.....for Rs.(Rupees.....) drawn in the name of National Seeds Corporation Ltd., New Delhi towards payment of the earnest money is enclosed.
 - b) We are a Small Scale Unit Registered with NSIC for item----- under single point registration scheme after 30-6-81 (photocopy of the Registration Certificate is enclosed.) Our Registration No. is.....valid from To
- v) The full value of the earnest money shall be forfeited without prejudice to any other right or remedies if;

I/We withdraw the offer before a final decision on the tender is taken, provided that such a withdrawal is made within 30 days from the opening date of tender.

I/We do not execute the contract documents/agreement within the stipulated period after acceptance of my/our tender will be known to me/us
- vi) Until a formal agreement is prepared and executed of acceptance of this tender shall constitute a binding contract between us subject to modification,

as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work. Valid on.....

- vii) I/We have read the arbitration clause of tender document, relating to instructions to tenderers and general conditions of the contract and I/We hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under these agreement clauses.
- viii) This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that Civil Courts at Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.
- ix) Income Tax Certificate valid on..... is enclosed herewith.
- x) Company profile and Equipment profile as per prescribed proforma given in Annexure "II" of Section III of Part "A" if the tender document is kept in a separate cover marked "Technical Bid." Rates are quoted in the prescribed format given in Annexure "I" of Section III of Part "A" of the tender document and is kept in the separate cover marked "Financial Bid".
- xi) I/we have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical bid.
- xii) I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted in the separate cover marked **"Technical & Financial Bid."**

S.No.	Name of the item(with complete Specification in details)	Unit Price
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Rates to be quoted strictly in the manner as per columns given in Annexure "1" i.e. Financial Bid.

(Signature & stamp of Tenderer)
State legal status whether
Prop. Partner, Registered Firm,
Company etc.

SECTION- III

FINANCIAL BID

ANNEXURE -1

COST DETAILS:

ITEM	TENDER OFFERED FOR QTY.	UNITCOST F.O.R NSC OFFICE DESTINATION PRICE Rs. INCLUDING INSTALLATION & COMMISSIONING	EXCISE DUTY % IF ANY	TOTAL UNIT COST INCLUDING EXCISE DUTY	SALES TAX % IF ANY AGAINST FORM"C"	NET UNIT PRICE (F.O.R. DESTINATIONS) ALL INCLUSIVE Rs.
1		2	3	4	5	6

(Signature & stamp of Tenderer)
State legal status whether
Prop. Partner, Registered Firm,
Company etc.

SECTION- III

ANNEXURE – II

1. **NAME OF THE COMPANY
WITH ADDRESS**

2. **WHETHER PROPRIETOR SHIP /
PARTNERSHIP FIRM
/ COMPANY/SOCIETY**

3. **NAME(S) OF THE PROPRIETOR
PARTNERS OFFICE BEARERS/
DIRECTORS OF THE FIRM
ALONGWITH ADDRESS**

**A COPY OF THE PARTNERSHIP DEED, COPY OF REGISTRATION
CERTIFICATE(IF THE FIRM IS REGISTERED) OR COPY OF
MEMORANDUM OR ARTICLES ASSOCIATION, AS THE CASE MAY BE
SHOULD BE FURNISHED ALONGWITH THE TENDER.**

(Signature & stamp of Tenderer)
State legal status whether
Prop. Partner, Registered Firm,
Company etc.

SECTION - IV

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 Bhawan, 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 Computer Hardware Software and peripheral invited offer vide Tender No.....its own behalf (hereinafter called the "purchaser").

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 item/material as per specification quantities and No. mentioned in schedule of this agreement and 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 vendor have agreed to all the terms and 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 of Computers, Printers and peripherals with specifications and details as mentioned in Purchase Order.

Settlement of Disputes :

All disputes and or differences in relation the tender, the contract or 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 & Managing Director(CMD) 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 the such arbitrator had dealt with the matter at any earlier stage. If the claims involved in a dispute are of more than Rs.1.00 lakh, the arbitrator shall make a speaking award.

No 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 hereto subscribe their signatures 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.

SECTION – V

COMPOSITE BANK GUARANTEE FORM LIEU OF SECURITY DEPOSIT AND PERFORMANCE GUARANTEE BOND BY THE BANK.

The bank guarantee executed on this _____ day of by* _____ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the "National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-110012" (hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s. _____ (hereafter called the "supplier"**) which expression shall include his successors and assigns.

"WHEREAS" under the terms of supply of equipment etc. under this Corporation's supply/purchase Order No. dated placed with the supplier has warranted about the specifications and performance of the equipment supplied under the Corporation's Order'.

OR

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

AND WHEREAS UNDER THE TERMS OF THE CONTRACT THE Corporation is entitled to retain 10% of the price of the equipment till 3 months after the period the warranty expires.

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

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

NOW THEREFORE, this guarantee witnesseth 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 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 Supplier has warranted to the Corporation as follows.
 - i) The supplier warrants that the goods supplied under this contract/order are free from all defects and faults in material, workmanship and manufacture and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of equipment ordered in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.

- ii) The supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 36 calendar months from the date of commissioning of equipment or 37 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 1 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 purchase value thereof 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 performances 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 term 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, thus 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 then 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 upto 36 months from the date of execution of this Bank Guarantee or till 3 months after the expiry of warranty period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

Witness

1.

2.

3.

Witness

1.

2.

3.

*** Here fill the name of Bank with address**

****Here fill the name and address of the tenderer**
