

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

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



COMPETITIVE BIDDING NO. 101

TENDER DOCUMENT FOR SUPPLY OF METALLIC POLY POUCHES FOR VEGETABLE SEEDS

LAST DATE FOR RECEIPT OF TENDER : UP TO 13.00 HR. ON 31.01.2011

DATE OF OPENING OF TENDERS : AT 15 HR ON 31.01.2011

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

PHONE:-91-011 25842550,
Fax:-011 25846462/25841337

No.PUR: NSC:2(CB-101-MPP)10-11

Date :- 05-01-2011

NOTICE INVITING TENDER-CB-101

Sealed tenders are invited in prescribed Tender Form from reputed manufacturers/suppliers for supply of Metallic Poly Pouches of different size and crops.

Qty:- In Nos.

S.No.	Pouches with individual photograph	VPC(N) Agra	VPC(S) Sec'bad	New Requirement
A	5 to 10 gram			
1.	Tamato	100000	100000	200000
2.	Brinjal	200000	50000	250000
B.	25 to 50 gram			
1.	Chillies	100000	100000	200000
2.	Brinjal	100000	100000	200000
3.	Tamato	100000	100000	200000
4.	Bottlegourd	100000	100000	200000
5.	Plain	150000	150000	300000
C	100 gram			
1.	Bottlegourd	100000	100000	200000
2.	Ridgegourd	75000	75000	150000
3.	Spongegourd	75000	75000	150000
4.	Radish	150000	50000	200000
5.	Plain	150000	150000	300000
D.	250 gram			

1.	Dolichos	75000	75000	150000
2.	Bittergourd	75000	75000	150000
3.	Gaur	100000	100000	200000
4.	Radish	200000	100000	300000
5.	Plain	200000	200000	400000
E	500 gram			
1.	Bittergourd	100000	100000	200000
2.	Corriander	100000	100000	200000
3.	Frenchbean	100000	100000	200000
4.	Methi	100000	100000	200000
5.	Onion	100000	200000	300000
6.	Bhindi	125000	175000	300000
7.	Carrot	50000	50000	100000
8.	Plain	200000	200000	400000
F	1 kg			
1.	Bhindi	100000	100000	200000
2.	Palak	100000	100000	200000
3.	Onion	150000	150000	300000

Tender document containing terms and conditions can be obtained from Purchase Section at the address given above on payment of **Rs.1000/-(non-refundable)** during office hrs. It is also available on NSC website i.e. <http://www.indiaseeds.com>. Bidders who download the Tender from website, shall deposit the cost of tender in the shape of Bank draft in favour of National Seeds Corporation issued from any scheduled Bank payable at Delhi/New Delhi alongwith the bid.

Bids without payment of Tender cost is liable for rejection. MSMEs Registered with NSIC are exempted from payment of cost of tender document subject to furnish the documentary proof in support of claim alongwith their request letters.

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 RECEIPT OF BIDS

ALONG WITH REQUISITE E M D : UP TO 13.00 hr ON 31.01.2011

DATE OF BIDS OPENING : AT 15.00 hr ON 31.01.2011

General Manager (Engg.)

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

TENDER DOCUMENT FOR (CB-101)

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(II) **PART 'A'**

Specification : **6-7**

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PART-A

SPECIFICATIONS FOR VEGETABLE SEED POUCHES

- 1) Basic material : For Categories “A” to “D” : - **Polyester/metallised polyester/natural poly.**

For Categories “E” & “F” : - **Polyester/natural poly.**

- 2) Structural For Categories “A” to “D”
 - 12 micron polyester (outermost)
 - Reverse print
 - Adhesive
 - 12 micron metallised polyester (high barrier) OD 2.5 Adhesive
 - 90 micron natural poly (inner most) (in contact with seed)
 - 3 side seal, top open.
 - Seal width = 5mm each side (+/- 1mm)
For Categories “E” & “F”
 - 12 micron polyester
 - Reverse print
 - Adhesive
 - 110 micron natural poly (with window)
 - 3 side seal, top open.
 - Seal width = 8mm each side (+/- 1mm)

- 3) Capacity, Weight & Dimension

<u>Category</u>	<u>capacity(gms).</u>	<u>Dimension (mm)</u>
A	5 & 10	145 x 95
B	25 & 50	175x 115
C	100	200x 130
D	250	250x 150
E	500	280x 170
F	1000	335x 225

(Dimension:- including seal width, end to end (L x W)
Tolerance: (+/-) 2mm for dimension for each category.

- 4) Pouch weight, Bond strength and Seal strength

	<u>Category Weight (gms)</u>	<u>Bond Strength(mini.)</u> g/15mm	<u>Seal Strength(mini.)</u> kg/15mm
A	3.35	200 (+/- 5)	2.5 (+/- 0.1)
B	4.90	200 (+/- 5)	2.5 (+/- 0.1)
C	6.33	200 (+/- 5)	2.5 (+/- 0.1)
D	9.12	200 (+/- 5)	2.5 (+/- 0.1)
E	11.72	200 (+/- 5)	3.0 (+/- 0.2)
F	18.56	200 (+/- 5)	3.0 (+/- 0.2)

Tolerance: (+/-) 2% for each category

- 5) Printing 6-7 colour printing as per the colour scheme, design/art work and transparencies/photographs to be provided by NSC. Cost incurred on preparation of screen, cylinder etc. will be borne by the supplier.

6. Packing In packs/sets of 1000 nos. each.

7. Sample 10 samples of each category as per the required specifications must be sent along with the quotation/offer.

8. Rates Rates should be quoted in Rs. per 1000 nos. F.O.R
NSC Vegetable Packing Centres – **VPC(N)-Agra & VPC(S)-Secunderabad.**

9. Photo Print /Blank:- Pouches shall be “size specific” which can be used for Packing of vegetable seeds . Pouches of each category carry a blank space box for putting sticker or carry the photo print of different vegetables crops on the front side of the pouch .
On the back side of the pouch to carry the label information. A blank space 70mm x 30 mm in the back side to be created .The blank space /crop photo shall be created centrally width wise, at adequate height from the bottom in the front as well as from the bottom in the back side.

All Pouches to carry with crop /variety photo as per NIT on the front side of pouch .However ,blank space on the back side of the pouch will be printed for carry the label information .

Testing Parameters :-

- a) Dimension , b) Weight , c) Bond strength and d) Seal strength .

PART-B

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 party 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 period described in clause 5 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 unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause-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 rates should be quoted on the basis of F.O.R. Destinations door delivery as specified in Section-VI. In case of full truck load/part load F.O.R. Destination will mean delivery at NSC’s Go down at the destination station. The unloading charges shall be borne by NSC. Octroi charges incurred, if any, shall be borne by NSC and will be reimbursed by Corporation on production of documentary evidence. In case, the Corporation requires the material at some other destination station other than specified in Section-VI referred to above and in case the distance of such new destination station from the supplier’s place of dispatch is higher than the distance between supplier place of dispatch to the highest distance among

the destination prescribed in Section-VI referred to above, corporation shall be prepared to pay any extra transportation charges on proportionate basis.

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. **Samples:** Two samples of each of the quoted items should be sent along with the tender otherwise offer will be rejected. Sample once submitted will not be returned. The sample is being invited for better appreciation of the tenders. However, the tenderer shall be bound to supply the material strictly according to the specifications prescribed in Part-'A'.

9. **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.

10. Earnest money: Tenderers are required to deposit 2% of the tender value subject to a maximum of Rs.50, 000/- (Rs Fifty thousand) as earnest money with the Corporation

(a) 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. 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' 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 AFTER 30TH JUNE 1981 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.

11. 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.

12. **PROCEDURE FOR SUBMISSION OF TENDER:** The tender should be submitted in two separate sealed covers one containing "**Technical Bid**" that shall include technical specifications, sample 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 Bhavan, Pusa Complex, New Delhi-12** and super scribing thereon "TENDER FOR SUPPLY OF "MATELLIC POLY POUCHES ". 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 .

13. **OPENING OF TENDER:** The tenderers or their authorised 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.

14. 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 .

15. **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.

16. 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 finalisation of tenders or after expiry of validity period of the respective offer, whichever 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 Bank's commission for encashing the same.

B) Successful tenderers:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, deposit by demand draft or furnish Bank guarantee in the manner indicated in clause-3 of Section-II, Part '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.

17. 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 latter 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.

18. 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.)

19. Validity of offers: The tenderer shall keep their offers open for acceptance for a period of 60 days from the date of opening of the tender. In case the last date happens to be 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.

20. 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.

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

22. **Price preference to Public Sector Undertakings:** The price preference will be given for the produce of Public Sector Enterprises in competition with Private Sector Undertaking in the matter of purchase by Govt. Department/Public Sector Undertakings as per rules.

23. **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.

24. 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., Bank Draft shall be submitted to Purchase Section in writing.

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. **Proof samples:** Required proof sample should be got approved within 20 days in case of Poly pouches from the date of issue of art work /colour / transparency and colour scheme etc. before taking final printing.

5. **Delivery:** The supplier shall complete the supply at sites **in two phases** each of **50% tendered qty** , the supply of 1st phase is to be delivered in **the month of Feb.- March 2011** and 2nd Phase in the **month of August –September 2011** .Supply of each Phases to be completed **within 75 days** from the date of approving the sample in respect of design /art work /contents / transparency and colour scheme etc in phased manner, i.e. 50% of the quantity is to be delivered within 45 days and balance 50% in next 30 days .

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

6. Inspection and testing of samples:

A) Metallic poly Pouches: The supplier at the appropriate point of time i.e. Minimum 10 days in advance, during the process of manufacturing goods, shall intimate the pre-delivery inspection schedule to the Corporation to depute representative for drawing up random samples of finished goods bearing complete printed as per requirement of the Corporation. These samples will be duly authenticated by NSC representative and representative of manufacturers/suppliers with date. Post delivery samples drawn at consignee site shall be sent for testing to the laboratory by the Corporation for the purpose of releasing final 10% payment.

B) Metallic Poly Pouches:

100% pre dispatch inspection shall be carried out by the Corporation for which supplier at the appropriate point of time during the process of manufacturing goods shall intimate to the Corporation to depute representative for drawing up random samples of finished goods bearing complete printed facsimile as per requirement of the Corporation. These samples shall be duly authenticated by NSC representative and the representative of the supplier. The samples drawn at consignee site shall be sent for lab. testing to the laboratory by the Corporation for the purpose of releasing final 10% payment.

C) Metallic Poly Pouches :- minimum 75000 nos. or at least 33.3% of the ordered quantity whichever is maximum shall be offered/inspected in one lot in general otherwise in case of urgency of material or in the interest of NSC, smaller quantity may also be inspected.

7. The expenditure incurred by NSC's nominee such as TA & DA shall be borne by the Corporation. However, the suppliers shall provide its cost of material, equipment, tools labour and other facility for carrying out inspection/drawing up of samples, which the 10 days notice to the Corporation/purchaser or that the supplier is in a position to give inspection/drawing up of the samples. The Corporation/purchaser or his authorised nominee may carry out inspections at the supplier's works.

In case the suppliers give a notice and fails to offer the items/stores for inspection/drawing up to the samples on 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 of time.

8. 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 purchase 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. 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 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.

9. **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.

10. **Packing:**

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

11. **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 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 _____

12. **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.

13. **Liquidated damages:**

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

14. 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.

15. Quality penalty norms:-

a) **Dimension:** - Penalty on account of deviation (less than the specified value) in the length and width of pouches shall be imposed as per table below:-

Deviation from - to	Penalty (%)
(-) > 0.20 to 0.50 cm =	0.1
(-) > 0.50 to 1.00 cm =	0.5
(-) > 1.00 to 1.50 cm =	1.0
(-) > 1.50 to 2.00 cm =	1.5
(-) > 2.00 cm =	2.0

Separate penalties would be imposed for length and width , as per penalty levels given above .

b) **Weight:** - penalty on account of deviation (less than the specified value) in the weight shall be imposed as per table given below.

Variation %	Penalty %
Upto 3	1.0
3 upto 5	1.5
Beyond 5	2.0

c) **Bond & Seal Strength :-** For any deviation (less than the specified value) in the bond & seal strength , the penalty on shall be as per the table below .

Bond Strength	Seal Strength	Penalty
---------------	---------------	---------

%	%	%
Up to 5	Up to 5	1.0
5 Up to 7	5Up to 7	1.5
Beyond 7	Beyond 7	2.0%

No penalty will be imposed for deviation reported positive deviation in testing.

16. 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 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 .

17. Settlement of disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation there-of or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration or a single arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation 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 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, Incharge 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 making a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affiars, 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 authorised 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.

18. 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.

19 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.

(To be submitted to NSC along with the envelopes marked “**Technical Bid** ”)

SECTION-III

TENDER FORM

To,

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

FROM: _

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 there in.

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

i. 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. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

ii. iv) I/We offer to supply the materials as detailed in the schedule attached (Annex ure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 60 days from the date of approving samples in phased manners .

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 _____

- vi. 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.
- vii. 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 _____.
- viii. 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.
- ix. 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.
- x. Income tax certificate valid on _____ is enclosed herewith.
- xi. **Company profile in the prescribed proforma & documents indicated as given in Annex ure- B of Section III of part "B" of Tender Document and dully 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".**
- xii. **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"**
- xiii I/We have read and understood that my /our Price l bid shall be opened only if bid found qualified based on Technical bid .
- xiv. 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.
- xv. 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,

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

[illegible]

(Signature & Stamp of Tenderer)

NOTE : Our rates are F.O.R door delivery at NSC's Godown destinations .
(To be submitted to NSC in the envelope marked "Price **bid** ")

SECTION-III
Annexure-B

FORM FOR TECHNICAL BID

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

From

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: -Complete address:-
Bearers/Directors of the firm along with
Father's name and 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)

(Signature & Stamp of Tenderer)

Check list of enclosures for Technical Bids:

1. EMD
2. Certificate of registration of the firm
3. Partnership Deed if Partnership firm
4. Authorisation for signing the bid if it is limited company or partnership firm.
5. An affidavit of ownership if proprietary firm/sole traders.
6. Income-tax Return for the current year & previous year .
7. Copy of SST & CST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt Organisation .
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Sample of items
11. Affidavit certificate that not blacklisted by any Govt /sami Govt , Deptt /Organization/ institution any and arbitration case pending in this office On Rs 100 non judicial stamp paper .
12. NSIC Certificate with proper validity .
- 13 Other document if any in support of the tender
- 14 Each and every pages of tender Terms& Conditios must be signed with afixing stamp of authorised signatory of tenderer.
- 15 Last three years audited Balance Sheets
- 16 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 .

Note:- All above documents must to be furnished along with the bids for consideration the bids for technical evaluation , in apsece 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 2004 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 upto 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 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 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, Incharge 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 authorised 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 hereto subscribe their signature on the date and year herein above written through authorised 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 VI

DESPATCH DESTINATION

Metallic Poly Pouches for packing of vegetable seeds shall be supplied to the following locations of the NSC on the F.O.R. Basis (Door delivery at NSC's godown).

<u>S.No.</u>	<u>Region</u>	<u>Sub-units</u>
1	Secunderabad	Area Manager , Ph.:- 040-27732276 Central Stores& VSPC (S) National Seeds Corpn. Ltd. , VPC(S) ,Lalaguda , Secunderabad (A.P.)
2	Lucknow	Incharge , Ph. :- 0562-2640041 Vegetable Packing Center (N), National Seeds Corpn . Ltd. Plot No. B-17 , UPSIDC Indl. Area, Mathura Road , Sikandra , Agra (U.P.)
