

NATIONAL SEEDS CORPORATION LTD.

(A Govt of India Undertaking)

Regional Office: 17-11, Tukaram Gate, North Lalaguda, Secundrabad-500 17 (AP)

TN: 040-27731152, Fax-27732863

Website : www.indiaseeds.com, E mail nschyderabad@rediffmail.com.

TENDER NOTICE

Sealed tenders are invited for supply, installation and commissioning of 1no automatic “
Form and Fill “ weigh, fill and seal machine range 5 to 25 gram at VPC(S)
Secundrabad. Tender cost is Rs.200/- and will be received up to 25- 2 -2011 by 3 PM
and will be opened same day at 3. 30 PM.

(K.B. Vaidya)
Regional Manager

No: Engg-7(02)/NSC-HYD/2010-11/

Dated: 29-1-2011

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TENDER NOTICE

Sealed Tenders are invited for Supply, Installation and commissioning of 1 no automatic “ Form and Fill “ i.e. weigh, form , fill and seal machine range 5 to 25 gram, having speed 13 to 14 packets per minute F.O.R. NSC VPC (S) Lalaguda Secundrabad-500013 (AP) for packing vegetable seeds in laminated film with one year comprehensive warranty.

The tender in the form of “Technical and Financial bids” may be submitted along with EMD Rs.20000/- in cash or through DD of schedule commercial Bank , payable to National Seeds corporation Ltd Secundrabad and shall reach to office of undersigned in person or by Speed Post on or before 3.00 PM dated 25-2-2011. EMD must be enclosed to Technical Bid and technical bids will be opened first on same day at 3. 30 PM dated 25-02-2011 and thereafter Financial Bids will be opened of successful technical bidders immediately on same day.

The detailed specification, terms and condition are as below and can be visited and downloaded from our website : www.indiaseeds.com , . The tender cost of downloaded form can be paid in cash or through seprate DD.

SPECIFICATION OF MACHINE:

- | | |
|------------------------|--|
| 1. SYSTEM | : Form, fill, weigh and seal. |
| 2. PRODUCT FOR FILLING | : Vegetable Seeds. |
| 3. FILLING RANGE | : 5 gm to 25 gm. |
| 4. FILM | : Laminated film , 50 to 60 microns.
(will be supplied by NSC) |
| 5. WEIGHING ACCURACY | : (± 0.30 gm) for 5 to 10 gm packing ,
(± 0.40 gm) for 11 to 20 gm packing ,
(± 0.50 gm) for 21 to 25 gm packing . |

- | | | |
|-----|---------------------|---|
| 6. | FILLING SPEED | : 13 - 14 packets per minute. |
| 7. | SEAL | : Continuous. |
| 8. | SEAL TYPE | : 3 Side Seal |
| 9. | SEAL SIZE | : 8 to 10 mm. |
| 10. | ELECTRICAL POWER. | : 440 volt , 3 phase will be supplied by NSC at the point of installation. |
| 11. | WEIGHING SYSTEM | : Weigh metric. |
| 12. | HOPPER | : 75 -80 liter capacity made of stainless steel and duly supported. |
| 13. | SYSTEM OF OPERATION | : Microprocessor P.L.C. |
| 14. | DRIVE | : VFD System. |
| 15. | FILM PULLING | : VFD with reputed make motor . |
| 16. | AIR COMPRESSOR | : 5 HP , 240 liter tank, pressure 10-12 Kg per sq centimeter (will be supplied by NSC) |
| 17. | MATERIAL | : All contact parts should be of stainless steel. Body in MS duly painted. |
| 18. | MODEL APPROVAL | : Certificate from Govt. weight measurement department. |

1. ELLIGIBLE TECHNICAL QUALIFICATION OF SUPPLIERS :

Party must have minimum 5 years of manufacturing and supply of machines to seed companies. and should be able to demonstrate his new or existing machine for:

i) WEIGHING ACCURACY

ii) FILLING SPEED.

The price bid of only those renderers, who have minimum 5 years of manufacturing and supply of machines to seed companies will be opened . List of seed companies to whom machine is supplied must be given along with technical bid.

2. EMD :

The tenders without requisite EMD of Rs. 20000/- will be summarily rejected and EMD of 2nd lowest will be retained for a period of 45 days from the date of

opening of tender. EMD of balance unsuccessful renderers will be returned immediately.

3. SECURITY / PERFORMANCE DEPOSIT:

10% Security deposit in the form of cash or Bank Guarantee for a period of one year from the date of commissioning. All repairs shall be undertaken free of cost within 48 hrs and should be completed within 2 days during performance period. Each delay in start and late completion of repair during performance period will attract a penalty of 1.00% and recoverable from security deposit amount.

4. SUPPLY & COMMISSIONING:

Shall be done within a period of 60 days from the date of issue of order.

5. PAYMENTS :

- a) Payment will be made after satisfactory trial run of machine for 30 days and in case trial run is not to the satisfaction of NSC, then party has to take back the machine at his cost. No compensation is payable by NSC in lieu of unsuccessful trial run of machine or for any other reason.
- b) Balance 10% payment towards security deposit will be released after one year from the date of commissioning.

6. TERMS AND CONDITION:

- a) Validity of tender shall be 90 days from the date of submission.
- b) The rates quoted shall be inclusive of all Taxes / VAT/ Duties/cess / octroi ,loading, unloading, installation and commissioning including all accessories etc. FOR delivery at site. C-Form will be issued to charge CST.
- c) Conditional offers will not be accepted and the tenderer shall not impose any additional term / condition.
- d) In the event of any question / dispute or difference arising between NSC and the supplier on any matter covered by these Terms & Conditions or arising directly or

indirectly there from or connected with these Terms & Conditions in any manner, the matter shall be referred to the Sole Arbitrator who may be appointed by the Managing Director / Chairman, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC and has been delegated with such powers. The tenderer shall have no objection in this regard. Also the Courts of Delhi / New Delhi alone shall have jurisdiction on adjudicate thereon.

- e) The tender must be submitted only in separate covers duly sealed and super scribing Technical Bid or Price Bid. EMD should be enclosed to technical bid.
- f) The sealed tenders along with EMD must be submitted before due time in person or by Speed Post. The tenderers or their representatives can be present at the opening of Tenders.
- g) Regional Manager reserves the right to accept or reject any or all tenders without assigning the reason what so ever.

Enclose :

Technical and Price Bid format, composite bank guarantee format, format of agreement of acceptance of work

(K. B. Vaidya)
Regional Manager

COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY / PERFORMANCE DEPOSIT

This Bank guarantee executed on thisday / month / year by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favour of the Chairman- cum-Managing Director, National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-12 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the supplier) which expression shall include his successors and assigns.

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

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 witnesses and the Bank hereby agrees guarantee.

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

2. The Supplier has warranted to the Corporation as follows.

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

ii) The supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 12 calendar months from the date of commissioning of equipment or 15 months from the date of work order 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 time to time of their being first discovered during the warranty period.

iv) The supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at the option of the Corporation, the supplier shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.

3. If the supplier commits any breach of the terms relating to warranty and the supplier becomes liable to the forfeiture of the 10% of the bank guarantee or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demur and amount of bank guarantee stated above, without making a reference to the supplier.

4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said supplier has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the supplier has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the supplier and the bank.

5. The bank further understand that it shall not be necessary for the Corporation to proceed against the supplier before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.

6. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank herein during the warranty period.

7. Notwithstanding anything, contained herein before the liability of the bank under this guarantee is restricted to Rs.....(.....in words) The guarantee of the bank shall remain into force upto 15 months from the date of execution of this Bank guarantee, unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

1. Witness

2. Witness

_ Here fill the name and full address of the Bank

_ Here fill the Name and full address of the tenderer.

AGREEMENT

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

include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the 'Corporation' with the intention of purchasing seed industry related equipments and related equipment invited offers vide Tender No.....dated hereinafter called the 'Purchaser') AND WHEREAS the supplier submitted their tender No.....dated.....and upon consideration of the tender after due deliberations, the Corporation placed Purchase Order NO.....dated..... with supplier, for the supplies of equipment as per specifications, quantities and number mentioned in schedule of this agreement and in purchase order no..... dated.... AND WHEREAS the Corporation and the supplier have agreed to all the terms & conditions as contained in 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 equipments with specifications and details as mentioned in Purchase Order.

Settlement of Disputes

All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that 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 amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

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

For and on behalf of the supplier

For an on behalf of the
National Seeds Corporation Ltd.
New Delhi-110012

Witness Witness

- 1.
- 2.

- 1.
- 2.

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TECHNICAL BID

Supply, Installation and commissioning of 1 no automatic “ Form and Fill “ weigh, form, fill and seal machine range 5 to 25 gram, having minimum speed 13 to 14 packets per minute, F.O.R. NSC VPC (S) Lalaguda , Secundrabad-500013 (AP) for filling vegetable seeds in laminated film with one year comprehensive warranty.

1. Name of Company:.....
2. Manufacturing License No.....
3. Registered Address of manufacturer/ supplier.....
4. Details of EMD paid, Amount Rs.....
DD/Cash receipt No:..... Date:.....
Name of Bank/branch.....
- 5 No. of years of experience in supplying packing machine
6. List of users Name, address and telephone no preferably of Seed companies.
i).....
ii).....
iii).....
iv).....
v).....
7. Address, where demonstration can be verified by NSC for: i)
WEIGHMENT ACCURACY ii) FILLING SPEED
.....
.....

Note : EMD may be submitted along with Technical Bid only.

Date:

SIGNATURE OF TENDRER

NAME & ADDRESS:

.....
.....
.....

Tel. No _____

Mobile No. _____

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PRICE- BID

Supply, Installation and commissioning of 1 no automatic “ Form and Fill “ weigh, form, fill and seal machine range 5 to 25 gram, having speed minimum 13 to 14 packets per minute, F.O.R. NSC VPC (S) Lalaguda , Secundrabad-500013 (AP) for filling vegetable seeds in laminated film with one year comprehensive warranty.

DESCRIPTION	Quantity	RATE QUOTED in FIGURES and in WORDS in Rs.
1. Supply, Installation and Commissioning of 1 no automatic “ Form and Fill “ weigh, fill and seal machine, range 5 to 25 gram, having minimum speed 13 to 14 packets per minute F.O.R. VPC (S) Lalaguda , Secundrabad-500013 (AP)) for packing vegetable seeds in laminated film with one year comprehensive warranty as per tender specification.	1 no	
2. Supply of 10 KVR servo Stabilizer of 3 phase 440 volt reputed make.	1no	

- The rates quoted shall be inclusive of all Taxes / VAT/ Duties/ Cess / Octroi / loading, unloading / installation and commissioning / including all accessories etc. F.O.R delivery . C- Form will be issued to charge CST.

2. The rates quoted in the Price Bid should be firm and valid up to a period of 90 days.
3. The amount shall not be over written. The cost must be written in figures and words.
4. I have read and understood the foregoing specification of machine, terms & conditions of tender schedule No: Engg-7(02)/NSC-HYD/2010-11/ Dated: 28.1.2011 and I agree to abide by them

Date:

SIGNATURE OF TENDRER

ADDRESS:.....

.....

.....

Tel. No_____

Mobile No._____