

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



**TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF AIR CONDITIONING EQUIPMENT FOR
COLD ROOM AT NSC BEEJ BHAWAN ,PUSA COMPLEX
NEW DELHI -12**

LAST DATE AND TIME FOR RECEIPT OF TENDER: 30 .05.2011 on 14.00 hrs.

DATE AND TIME FOR OPENING OF TENDERS: 30.05.2011 on 15.00 hrs.

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

I N D E X

S.No.	Particulars	Page No.
I.	Notice Inviting Tender (N .I. T) showing details of requirement	3
II.	PART ` A `	
	i. Technical Specifications	4
	ii. Detail for offering suitable Equipments	5
III.	PART ` B `	
1.	Section - I : Instruction to Tenderers	6 to 9
2.	Section - II : General terms and conditions of the contract	10 to 13
3.	Section – III : Tender Form	14 to 16
	i. Bill of Quantity (Annexure `A`)	17
	ii. Form for Technical cum Price Bid (Anneuxre `B`)	18 to 19
4.	Check List	20
5.	Bank Guarantee in lieu of Security Deposit/performance guarantee	21 to 22
6.	Form of Contract (Agreement)	23 to 24

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

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

No. 16/NSC/AC Room/HO/2011-12

Dated the 16th May, 2011

NOTICE INVITING TENDER

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

Name of work	Estimated cost in (Rs.)	Cost of Tender document	E.M.D (In Rs.)	Completion Period
Supply, installation, testing & commissioning of Air conditioning equipment for Cold Room (26' x 12' x 12' – Height) at NSC, Beej Bhawan, Pusa Complex, New Delhi - 110 012	2,91,000.00	Free of cost	10,000.00	1 month

1. EMD should be deposited in cash/demand draft in favour of N.S.C. Ltd., payable at New Delhi.
2. EMD will be forfeited, if the successful tenderer, whose rates are approved for the work, does not turn up to execute the work.
3. Rate should be quoted both in figure & words inclusive of all taxes.
4. Quoted rates should be valid for minimum period of three month from the date of opening of tender.
5. Payment of 90% shall be released after satisfactory commissioning and trial. Balance 10% shall be retained as performance guarantee for one year.
6. Tender will be received on **30.5.2011 at 14.00 hrs. and same will be opened on the same day at 15.00 hrs.** in presence of the tenderers, who wish to attend the tender opening.
7. Tender document can also be obtained from NSC Website i.e. www.indiaseeds.com.
8. Tender should be prepared and submitted as per instructions given at Part-B, section-1, Para 11 of the document and can be dropped in tender box personally or sent through post so as to reach within stipulated date & time.
9. Tenders received after due date and time shall be rejected.
10. The Corporation reserves the right to reject any or all tenders without assigning any reason whatsoever.

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

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

PART A

TECHNICAL SPECIFICATIONS

01	Room Dimensions (L x W x H)in foot	(26' x 12' x 12' – Height) - Cold Room
02	No. of door (s)	01 No. Door of size 900 mm x 2100 mm (Clear opening) swing door of 120/60 mm thick for Cold Room
03	Refrigeration system The Condensing unit and Evaporator consist of following components Compressor Emerson make or any other reputed make of equivalent specification, scroll compressor Model ZR72 capable of delivering 10.9 KW AT 7.2 degC sst AND 54 DEGc SDT <u>The Condensing unit and Evaporator consist of following components:</u> - HP/LP switch of danfoss make - Sight glass - Drier - Liquid Receiver - Service valves - Pressure relief value - Solenoid valve of danfoss make - Expansion valve for danfoss make - Electrical control panel	The equipment shall consist of 2 cooling units and 2 condensing unit complete in all respect. Electrical Control Panel with all built-in safety protection and micro processor based temperature Controller shall be provided for the units. Receiver, HP, LP safety switch, service valves etc. Oversized condenser coils to cater to high ambient conditions with integral sub cooling circuit
04	Cold Room Construction Details	It is a room constructed with brick wall of 9" and will be painted with vapour proof material, painting and any civil work related to inside room will be undertaken by NSC. The insulated door size shall be 900 mm x 2100 mm and safety release mechanism. The accessories such as imported door hardware, Key, Anti Lock, High temp and low temp. alarm will be provided with the door by the bidder.
05	Power Requirement at operating Conditions	To be specified by the bidder accordingly to their equipment requirement and shall be operable on 415 Volts, 3 Phase, 50 Hz.

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

Detail for offering suitable Equipments

01	Room dimensions	26' x 12' x 12' (Ht.) – Cold Room
02	Room Temperature (inside) to be maintained	20 to 22 °C , 55% RH $\pm$ 5% RH to be maintained in the Cold Room.
03	Temperature outside	42 ^o C (approx.)
04	Product	Vegetable Seed
05	Daily Loading	5 ton per day
06	Product incoming temperature	32°C/ Ambient
07	Door opening considered	1 hr./24 hr.
08	Refrigerant used	R 134a CFC free gas
09	Room type	9" wall room and will be painted with vapour proof material, painting and any civil work related to inside room will be undertaken by NSC.

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

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 Section III of part "B" of the tender document .** 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 / completion period described in clause 5 of section - II.** The delivery/completion period so specified will be the essence of the contract. It would be clearly understood that any delay in delivery/completion will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery / completion prescribed. Their attention is also invited to clause-13 of section-II relating to liquidated damages which shall be binding.

6. The tenderer may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years should be enclosed.

7. **Quotation of prices:**

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

A) The 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. **Printed terms and conditions of tendering firm:** Printed terms and conditions of the tender shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms and conditions of the tendering firms have been rejected by the Corporation.

9 **Earnest money:**

(a) By means of attaching a Demand Draft drawn on schedule Bank payable at New Delhi/Delhi in favour of NSC Ltd., OR CASH. **CHEQUE WILL NOT BE ACCEPTED.**

EMD shall be enclosed in the envelope contained in technical cum price bid.

(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.

10. Tenderers are required to submit their tenders to the **General Manager (Engg.)**, National Seeds Corporation Ltd., as per the prescribed proforma given at Section-III of Part 'B' of tender document. All offers should be made in English/Hindi. Tender should be completed in all respect and should preferably be bound in one column. All pages of the tender and enclosures should be numbered consequentially and bear the signatures of the tenderer.

11. **PROCEDURE FOR SUBMISSION OF TENDER:** The tender should be submitted in sealed cover containing **"Technical Bid CUM PRICE BID"** that shall include technical specifications and terms and conditions of supply as per SPECIFICATION of tender document, requisite EMD and profile of the company & document as per Annexure-B of Section-III Part 'B' & other document if any addressed to **General Manager (Engg), National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-12** and super scribing thereon "TENDER FOR SUPPLY & INSTALLATION OF "COLD ROOM". TENDER NO. & DATE OF OPENING SHALL ALSO BE STATED ON THE OFFER'S ENVELOPE. THE ENVELOPE CONTAINING THE "TECHNICAL BID CUM PRICE BID" shall also be super scribed thereon "Technical Bid CUM Price Bid" as the case may be. The tenders not complying with the manner prescribed herein are liable for rejection straight away.

12. **OPENING OF TENDER:** The tenderers or their authorized representatives may attend at the time of opening of tender if they so desire.

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

14. **CONTRACTS :** The successful tenderers shall within 15 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of terms ordered is more than Rs. one lakh. The terms and conditions contained in Section-II of Part 'B' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers.

The cost of stamp paper shall be recovered from the supplier payments.

15. **REFUND OF EARNEST MONEY:**

A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of crossed cheque drawn 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 en cashing the same.

B) Successful tenderers:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of 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.

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

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

18. **Validity of offers:** The tenderer shall keep their offers open for acceptance for a period of 90 days from the date of opening of the tender. In case the last date happens to 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.

19. **Repeat order:** The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be open to the Corporation to place repeat order with the supplier on the same rates and same terms and conditions.

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

21. **Price preference to Public Sector Undertakings:** The price preference will be given 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.

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

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

PART B

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 of 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. Inspection:

Inspection shall be conducted by a team of officers nominated by NSC after installation and commissioning to assess the items supplied and performance thereof. The Corporation/Purchaser or his authorized nominee may, however, carryout inspection at the supplier's works also.

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.

5. Changes in specifications:

A) The Corporation Should require any changes in specifications, the supplier shall use his best endeavor to comply with the Corporation's requirements 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 an 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.

6. 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 _____

7. 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.

8. Liquidated damages:

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

Corporation. To obviate any dispute as to the amount of damages that are likely to be suffered by the Corporation, the supplier hereby agrees that the Corporation/purchaser shall suffer damages **at the rate of 2% for each week** or part thereof by which completion of work, is delayed subject to **maximum of 15%** and it shall be deemed to the actual damage suffered by the Corporation. The supplier undertakes that if it fails to have the items/stores ready for delivery by the time specified in the order for supplies, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

9. 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.

10. Terms of payments:

A) All invoices shall be prepared in quadruplicate in the name of the Corporation and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that the material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice.

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

B) (i) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against on installation & commissioning and inspection by the Committee of the Corporation. 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 the case may be shall be paid after warrantee period is over or on furnishing the Bank guarantee in lieu of performance guarantee as per section IV Part B of document.

11. 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 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.

15. 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 less 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.

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

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

PART B

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. 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 (Annexure-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 _____

iii. 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.

iv. 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 _____.

v. 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.

vi. 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.

vii. Income tax certificate valid on _____ is enclosed herewith.

viii. **Company profile in the prescribed proforma & documents indicated as given in Annexure- B of Section III of part "B" of Tender Document and duly signed & stamped the specification for the items of Part "A" and the terms and conditions of Section I & II of Part "B" contained in the Tender document is kept in a separate cover, marked 'Technical Bid'.**

ix. **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"**

x I/We have read and understood that my /our Price I bid shall be opened only if bid found qualified based on Technical bid .

xi. 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.

xii. 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 Bid is submitted in sealed cover marked **"Technical cum Price Bid"**.

(Signature & Stamp of Tenderer)

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

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

ANNEXURE 'A'

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

BILL OF QUANTITY

**Name of work : Supply, installation, testing and commissioning of Cold Room
at NSC, New Delhi**

Sl. No.	Brief Description of items	Quantity	Unit	Amount (in Rs.)
1.	The insulated door size shall be 900 mm x 2100 mm and safety release mechanism. The accessories such as imported door hardware, Key, Anti Lock etc complete in all respect as required	1 No.	each	
2.	Refrigeration units complete with all standard equipments required for maintaining inside temperature 20 to 22 °C, 55% RH $\pm$ 5% RH to be maintained in the Cold Room.(As per technical specification)	2 Nos.	each	
3.	Installation and commissioning charges (It includes first Gas Charges, Pipe insulation, Copper piping & Electrical wirings) i/c civil work related to installation of equipment complete in all respect as required.	1 job.	each	
	Total			

FORM FOR TECHNICAL cum price 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)

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

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

(a) Full address where factory is situated:

- (b) No. of Skilled Labour:
- (c) No. of Unskilled Labour:
- (d) Detail of Infrastructure :
- (e) List of Machines/equipments with full details :

<u>Name of Machine</u>	<u>Cap.</u>	<u>Qty</u>
------------------------	-------------	------------

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

- 7. Sales tax registration No.
 (a) State Sales tax Registration No:-
 (b) Central sales tax registration No:-

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

- 9. (a) Name and addresses of the Bank & Branch No.:-
 (b) Type of Account & Account No, :_
 (c) IFS No :-
 (d) Name of Account Holder

- 10. A undertaking on Rs 100 , Non judicial stamp paper stating that the firm is not black listed by any Govt. Department / Institution / Public Enterprises/ Undertaking and no arbitration case is lying pending with this office as on date.:-

(Signature & Stamp of Tenderer)

Check list of enclosures for Technical cum price Bids:

1. EMD
2. Certificate of registration of the firm
3. Partnership Deed if Partnership firm
Authorization for signing the bid if it is limited company or partnership firm.
4. An affidavit of ownership if proprietary firm/sole traders.
5. Income-tax Return for the current year & previous year .
6. Copy of SST & CST Registration No.
7. Business performance certificate from customers for quality and timely supply preferably from Govt Organization.
8. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
9. Affidavit certificate that not blacklisted by any Govt /semi Govt , Deptt / Organization/ institution any and arbitration case pending in this office On Rs 100 non judicial stamp paper .
10. NSIC Certificate with proper validity.
- 13 Other document if any in support of the tender
- 14 Each and every pages of tender Terms& Conditions must be signed with affixing stamp of authorized 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 absence of any of the document bid is liable for rejection .

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ PERFORMANCE GUARANTEE

This bank guarantee executed on this _____ date of 2011 by
* _____ (hereinafter called the "Bank" which expression
shall include wherever permissible, its successors and assigns) in favour of the National
Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-12(hereinafter called
"Corporation" which expression includes its successors and assigns at the request of
M/s.** _____

_____ (herein after called the "supplier") WHEREAS the supplier had tendered in respect of
Tender No. _____ issued by the Corporation. WHEREAS
the tender of the supplier has been accepted and in consequence thereof the Corporation
had placed a Purchase Order for *** _____ mentioned in the
Purchase Order No. _____ dated _____.

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

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

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

NOW THEREFORE the bank hereby agrees and guarantees:

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

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

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

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

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

For and on behalf of the Bank

Witness:

1.

2.

*Here fill the name of Bank with address.

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

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

SECTION-V

AGREEMENT

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

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

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

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

SETTLEMENT OF DISPUTES

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

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award.

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

Govt. of India, In-charge of the Bureau of Public Enterprises. The arbitration Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

For and on behalf of the supplier

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

Witness

1.

2.

3.

Witness

1.

2.

3