

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

REGIONAL OFFICE

CHOMU HOUSE, SARDAR PATEL MARG, C-SCHEME

JAIPUR



CIN No.: U74899DLI963GOI003913

COMPETITIVE BIDDING NO.NSC-JPR/18-19

E-TENDER DOCUMENT

FOR

Annual Maintenance Contract

Of

Seed Processing Plant Machineries

LAST DATE & TIME FOR RECEIPT OF BIDS: UP TO 29/08/2018 HRS OF 14.00

DATE & TIME OF OPENING OF BIDS 29/08/2018 HRS OF 15.00

(Technical)

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
(Area office / Regional Office/ Farm Address)**

TENDER DOCUMENT

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NATIONAL SEEDS CORPORATION LIMITED**(A GOVT.OF INDIA UNDERTAKING)****REGIONAL OFFICE
CHOMU HOUSE, SARDAR PATEL MARG, C-SCHEME
JAIPUR**

No.20(2)/Engg./PP-AMC/NSC-JPR/2018-19

Date : 03.08.2018

NOTICE INVITING TENDER

The Regional Office Jaipur invites e-tenders from reputed seed processing equipment manufacturing companies, engineering service provider who are expert and experienced in installation and maintenance of seed processing machineries for the purpose of **Annual Maintenance Contract of Seed Processing Plant Machinery** for preventive and pro-active maintenance of seed processing machinery detailed below:

S.No	Location	Unit/Processing Plant Number	Tender Cost	EMD
1.	Area Office, National Seeds Corporation Ltd., F-45-46, Industrial Area Parvatpura, Bypass Road , Nasirabad Chauraha, Ajmer (Raj)	Plant No.1 (Capacity 4 TPH)	Rs.1000 +18% GST (Non-refundable)	Rs.20,000/-
2.	Area office, National Seeds Corporation Ltd., A-12-13, Industrial Area Bharatpur (Rajasthan)	Plant No.2 (Capacity 4 TPH)		
3.	Area office, National Seeds Corporation Ltd., Diamond Crossing, Vill-Sahenava road, Chittorgarh (Rajasthan)	Plant no.3 (Capacity 8 TPH)		
4.	Area office, National Seeds Corporation Ltd., E-134, Road No.-5, Indraprasth Industrial Area, Kota(Rajasthan)	Plant no.4 (Capacity 8 TPH)		

Scheduled dates for tender are as under:

- a) **Bid submission (Tech and Financial) date and time** :Upto 29/08/2018, 14.00 Hrs
b) **Bid opening (Tech. Bid) date and time** :At 15.00 Hrs of 29/08/2018

- Parties participating for Tender, EMD amount should be submitted online along with cost of tender documents.
- The eligibility criterion for participation in the tender is given in the tender document.
- Tenderers should submit both Technical bid and Price bid strictly as per instructions to tenderers given in the tender document.

4. Tender not accompanied with requisite amount of EMD & Tender Cost and not submitted as per instructions contained in the tender document are liable for rejection.
5. Micro Small Enterprises (MSEs) registered with NSIC for the quoted item under single point registration scheme in India are exempted from payment of cost of tender document and EMD as well as entitle to avail the benefit of Public Procurement Policy for Micro and Small Enterprises (MSEs) 2012, according to the policy approved in the NSC subject to furnish documentary proof in support of their claim along with their request.
6. The Bidders have to sign 'Integrity Pact "with NSC.
7. NSC reserves the right to accept or reject any one or all tenders without assigning any reason thereof and the right for evaluation and decision based on tender submitted on line. Any further Corrigendum (s) to this tender shall be published only on our website/e-portal.

Regional Manager
Regional Office,
Jaipur

SECTION - I

INSTRUCTIONS TO TENDERER – 1

DEFINITIONS:

- C1 India Private Limited: Service provider to provide the e-Tendering Software.
- NSCL e-Procurement Portal: An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

I. ACCESSING/PURCHASING OF BID DOCUMENTS:

- i. It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.
- ii. C1 India Pvt. Ltd. Facilitates procurement of Class III DSC’s. DSC Procurement request may be sent to jatin.kalra@c1india.com for more details during NSCL working days.
- iii. To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Demand Draft payable at Gurgaon or through Online mode. Validity of Registration is 1 year.
- iv. After making the payment through offline mode (i.e. DD), Vendors have to send an email intimation to Helpdesk for their profile activation. The account will be activated on receipt DD. In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation n to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- v. All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazetted holidays.
- vi. The amendments/ clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- vii. To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through offline/online mode in the form of demand draft in favour of National Seeds Corporation Limited or online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- viii. To participate in bidding, bidders have to pay **Tender Processing Fee of Rs. 570/-** inclusive of all taxes (**Non-refundable**) through offline/online mode in the form of demand draft in favour of M/s C1 India Private Limited payable at

Gurgaon with any scheduled bank or by Online mode (internet banking/debit card/credit card).

- ix. Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE / MSME and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- x. For helpdesk please contact E-Tendering Cell and Help Desk Support.

II. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be **submitted online** following the instructions appearing on the screen/NIT.
- ii) Vendor can pay tender document fee as per Tender Document through Demand Draft in favour of National Seeds Corporation Limited or Online through Internet Banking/ Debit Card/ Credit Card.
- iii) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

III. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

IV. OPENING AND EVALUATION OF APPLICATIONS:

- (i) Opening of Applications will be done through online process.

- (ii) NSCL shall open documents of the Application received in electronic form. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the NIT.
- (iii) The price bid of the eligible applicants only will be opened and the date of opening of price bid will be notified later on.

V. DISCLAIMER

The Applicant must read all the instructions in the tender Document and submit the same accordingly.

Regional Manager

INSTRUCTIONS TO TENDERER – 2

1. **ADVICE FOR TENDERS:** -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. **ELIGIBILITY CRITERIA:** -Tenderers interested to quote against this tender must quote for all the processing plant machinery in the given unit/ processing plant at the location and should fulfill following :
 - a. Any seed processing machinery manufacturer / engineering service provider having experience of 5 years in installation, commissioning and/or operation of seed processing machineries with good service team
 - b. Should not have been blacklisted or debarred from participating in tenders by any Central/State Govt. Agencies or autonomous bodies or institutions. (a undertaking has to be furnished)
 - c. Should submit the following documents
 - i. Proprieter/Company registration certificate and in case of partnership firm, partnership deed with power of attorney
 - ii. Pan Card of company/firm
 - iii. EPF & ESI registration
 - iv. Labor license (if applicable)
 - v. GST Registration
 - vi. Latest clearance of Income Tax, Trade license, work permit, if applicable
 - vii. List of clients presently being served with contact name, address and mobile number, accompanied by relevant work order/experience certificate.
 - viii. Annual Turnover of preceding three years should not be less than 10 lakhs
3. **SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in the tender document at Section-III. **Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**
4. **MAINTAINANCE SCHEDULE:-** The maintainance work has to be executed as per the scope of work defined in section-III.
5. **QUOTATION OF PRICES:** - Tenderer shall give 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 item-wise, job wise for entire maintainance work on annual basis as indicated in the Annexure–A of Section-III. Price of complete maintainance contract i.e. periodical service, transportation, TA/DA of technical person deputed for the work as per the scope defined in this tender document for 1 year will be considered for evaluation purpose.
6. If the rates quoted by tenderer are exclusive of GST/service 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.
7. **EARNEST MONEY: EMD is fixed as indicated in Notice Inviting Tender on Page no 3 of the tender document**
 - a) By means of attaching a Demand Draft drawn on scheduled Commercial Bank payable at Jaipur in favor of NSC Ltd or through online payment (RTGS/NEFT), **CHEQUE WILL NOT BE ACCEPTED.**
 - b) **Exemption of earnest money deposit for bidders who are registered with NSIC under Single point registration scheme:** Bidders who are **Micro Small Medium Enterprises (MSME) and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the AMC in support of claim along with their request letter. 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.

- c) The Public Sector Undertakings may deposit EMD in the form of FDR or Bank Guarantee issued by any **Scheduled Commercial Bank** for a term of 6 months.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'b' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSM's) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE WORK/SUPPLIES MADE BY THE CONTRACTOR/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.

Any Tender not secured in accordance with paras above will be rejected by the corporation as non-responsive.

8. FORMAT AND SIGNING OF TENDER: -

- a) Tenderers are required to submit their tender as per the prescribed Performa given in the tender document.. Each copy of the 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 shall be signed by the Tenderer or a person or persons duly authorized to bind the Tender to the Contract. The letter authorization shall be indicated by written power of attorney accompanying the Tender.
- b) All pages of the Tender except for unamended printed literature shall be initialed by the person or persons signing the Tender with stamp.
- c) The bid shall contain no interlineations erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

9. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall submit the bid online only before the due date and time of submission.

10. MODIFICATION AND WITHDRAWAL OF TENDER: -The tenderer cannot modify or withdraw its tender after the tender's submission, but the modification or withdrawal can be done prior to the deadline prescribed for submission of tenders.

11. DEADLINE FOR SUBMISSION OF TENDERS:-Tender must be received by the Corporation no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the corporation, the Tender will be received upto the appointed time on the next working day.

12. LATE TENDER: -Any Tender Received by the Corporation after deadline for submission of tender prescribed by the corporation, pursuant to NIT/Tender Document/any amendment will be liable for rejection.

13. OPENING OF TENDER: - The Corporation will open the **"Technical & Commercial bids"** on the **date of opening tender** and **"Price Bids"** of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid will be informed separately**.

14. CLARIFICATION OF BIDS: - To assist in the examination, evaluation and comparisons of tenders, the corporation may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

15. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited.

- (a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form:

OR

- (b) In case of a successful Tenderer, if tenderer fails:
- i. To sign the contract in accordance with clause no. 24 (a)
 - ii. To furnish security deposit in accordance with clause no. 24 (b)
 - iii. To furnish pre contract integrity pact in accordance with clause

- 16. VALIDITY OF OFFER:** - 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.
- 17. AWARD CRITERIA:** -Subject to Clause NO. 19, The Corporation will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 18. CORPORATION RIGHT TO VARY CONTRACT LOCATION/NUMBER OF PLANTS AT TIME OF AWARD:-** The Corporation reserve the right at the time of award of contract to increase or decrease the number of plants machinery by up to 20-25% or even cancel the AMC specified in the schedule of requirements without any change in price or other terms & conditions.
- 19. CORPORATION RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:-** The Corporation reserves the right to accept or reject any or all Bids , and to annul the tendering process and reject all Bids any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the corporation's action.
- 20. NEGOTIATION:** -There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.
- 21. SPLITTING OF ORDERS:** -The Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.
- 22. REPEAT ORDER:** - The validity of the tender shall be extended to a period of 1 year from the date of completion of initial order (1st year) and it shall be opened to the Corporation to place repeat order with the contractor on the same rates and same terms and conditions and quantity in the initial work order on need basis with the prior consent of the contractor.
- 23. CONTRACTS:-**
- a) **SIGNING OF CONTRACT:-**The successful tenderers within 15 days from date of issue the work Order, shall sign and date agreement as per the format given in **Section -V** of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the corporation. The terms and conditions contained in Section-II 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 part of 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 contractor and send typed agreement for signature of the contractor. The cost of stamp paper shall be recovered from the contractor payments.
 - b) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of work order shall furnish the Composite Bank Guarantee in accordance with the condition of the contract. The guarantee can be furnished @10 % of the value of the contract in shape of **Demand Draft or** in form of Composite Bank Guarantee. Prescribed Performa for Composite Bank Guarantee is given in **Section IV** of Tender Document. Such deposit shall be for the due performance of the work order, contract & performance of the system after commissioning.

- c) **PRE-CONTRACT INTEGRITY PACT:** -Successful Tenderers whose work order of value of Rs. more than one crore then they has to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Performa given in Section VI of part "B" of the Tender Document.

Failure of the successful tenderer to comply with the requirement of clause 23 (a), 23 (b)& 23 (c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the Corporation may make the award to the next lowest evaluated bidder or call for new bids.

24. 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 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 RTGS/crossed cheque drawn on a scheduled bank payable in Jaipur and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for enchasing the same.

(B) SUCCESSFUL TENDERERS: - (i) The successful tenderers shall sign agreements as per the format given in Section -V of part "B" of the tender document and shall deposit the security money within 15 days from the date of issue of work order, deposit by demand draft or furnish Composite bank Guarantee in the manner indicated in clause – 4 of section- II

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

SECTION – II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Transfer and subletting:** -The contractor 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. **Signing of Agreement:** -The contractor shall within 15 days from the date of issue of work order execute the agreement on non-judicial stamp paper as per prescribed Performa, in the tender document, with the Corporation.
3. **Composite Bank Guarantee Bond:** -Successful bidders are required to deposit security money in the form of cash (by Demand Draft) on any **Scheduled Commercial Bank** Payable at ___(city)___ in favour of National Seeds Corporation Ltd. or furnish composite bank guarantee bond for execution of order, performance of the AMC during the contract period. The guarantee bond shall be to the tune of 10% value of the contract and shall be furnished as per Performa attached at **Section-IV** of the tender document within 15 days from the date of issue of work order. The composite bank Guarantee Bond should be valid upto 15 months. It should be issued by any nationalized bank of any Branch. The authorized signatory of the firm should furnish the affidavit stating that the composite Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The composite Bank Guarantee will be discharged by the Corporation and returned to the contractor not later than 3 months following the date of completion of AMC of the contractor performance obligation, under the contract.

4. **Place of contract execution:** - Work has to be executed to the processing plants located as per the tender document.
5. **Right to Terminate or Alter the Contract:** - 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 contractor.
6. **Liquidate damages:-**

1. If the contractor fails to deliver any or all the service covered by the contract, the Corporation reserve the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the contractor liable for all the damages, sustained by virtue of said cancellation and failing to perform the contract.

2. In the event of Corporation exercising its right to cancel the contract or any portion thereof as stated in the proceeding clause, the Corporation shall be entitled to take remaining AMC work by any other agency. In such an event, the Corporation shall be entitled to recover from the service provider the amount which the Corporation may have to incur over the above price which was payable to the contractor.

7. Terms of payments:-

a) All invoices shall be prepared on monthly basis in quadruplicate in the name of Regional Manager, National Seeds Corpn. Ltd. Jaipur, Area Office, Ajmer/Bharatpur/Chittorgarh/Kota mentioned in the work Order and shall be signed by the contractor or his authorized person. Every invoice shall bear a certificate that.

“The processing plant machinery has been inspected by the contractor and conforms in every way to the contract scope of work and is in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice”.

Invoice should have GST Nos. printed on them (If applicable), In the Tax invoice, cost and Tax, (GST) amount shall be mentioned separately. Invoice to be sent in **duplicate to concerned Regional Manager.**

100 % Payment of the invoice value would be paid by NSC against proof of satisfactory work report on monthly basis from concern plant incharge/officer & Area Manager along with duly verified copy of original invoice.

b) Mode of Payment

All payment shall be made through RTGS after making necessary deduction if any towards liquidated damages, outstanding by the Corpn. The contractor is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure "B" Section III.

8. Corrupt Gifts & Payments of Commission:-

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the contractor, 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 contractor 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 contractor under this or any other contract or may recover the same by appropriate proceedings.

SECTION – III

TENDER FORM

To

FROM

Sir,

- i) I/We _____ have read the tender documents as issued by National Seeds Corporation Ltd., (hereinafter called Corporation) and hereby agree to abide by the said instructions, terms and conditions contained therein.
- ii) I/We also agree to keep the offer contained in the tender open for acceptance for a period of **90 days** from the date fixed for opening the same.
- iii) I/We offer to provide annual maintenance contract of processing plant machinery as detailed in the schedule attached (Annexure –A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the annual maintenance contract for 1 year as specified in the contract/work order.
- iv) Bank Draft No. _____ dated _____ for Rs. _____ (Rupees _____) drawn in the Name of National Seeds Corporation Ltd., ___(city)___ towards payment of the earnest money, enclosed.

OR

Online payment receipt No. _____ Dated _____ for Rs. _____ towards payment of the earnest money, enclosed.

OR

- a) We are Small Scale industry registered with NSIC under ministry of MSME registered for item _____ under single point registration scheme after 30.6.81 (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____
- v) The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (a) I/we withdraw the offer before a final decision of the tender is taken, provided that such a withdrawal is made within 90 days from the opening date of tender.
 - (b) I/we do not execute the contract agreement & / Composite Bank Guarantee within the stipulated period after acceptance of my/our tender will be known to me/us.
- vi) I/We also understand that until a formal agreement is prepared and executed, acceptance on this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work. Valid on _____

- vii) I/we have read the arbitration clause in Section-I & II of tender document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under these agreement clauses.**
- viii) This tender is being submitted at Regional office, Jaipur and will be opened and decided at Jaipur and it is agreed that Civil Courts at Jaipur alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this tender or subsequently.
- ix) Income tax PAN No:- (a copy is enclosed herewith)
- x) GST No: - (a copy is enclosed herewith) if applicable
- xi) Company profile as per prescribed Performa given in Annexure 'B' & of Section III of the tender document and duly signed & stamped Scope of work as per section VIII and terms and conditions of Section I & II of contained in the Tender document is attached.
- xii) Rates are quoted in the prescribed format given in Annexure "A" of Section III of tender document.
- xiii) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical & commercial bid and the firm is found suitable during spot verification by NSC's Officers or any third party deputed by NSC.
- xiv) I/We have read and understand the specification for the items and the terms and conditions contained in the tender document and agree to which by the same and against which the bids are submitted.

Signature: -----

Place: -

Name Of Authorized Signatory: - -----

SEAL

Date:-.

E-mail Id: -----

PhoneNo:-----

Mob. No: -----

Complete Postal Address: -----

SECTION - III**Annexure-A****FORM FOR PRICE BID****To****FROM**

Sir,

We have examined the prescribed scope of work for AMC and read the terms & conditions of Tender No _____ for the work namely _____ for Processing plant Nos. & Location _____ respectively, our rates for the aforesaid units according to the specification, terms & conditions are as under:

1) Price Bid for (processing plant No.1, of capacity 4TPH, at Ajmer, Rajasthan

S.No.	Particular	Qty	Unit Rate (Rs.) per month basis	Amount (Rs.) (for 12 Month basis)
1	Annual maintenance of processing plant machinery as detailed below as per the scope of the work. The rate should be complete in all respect for 1 year a) Seed Precleaner 5TPH b) Seed Grader 4TPH c) Intending Cylinder of Processing plant 5TPH d) Vertical Bucket Elevator 4TPH e) Gravity Separator 4TPH f) Air compressor g) Bag closer h) Weighing Balance (Electronics) i) Electrical main board j) Seed Treater	1 no. 1 no. 1 no. 3nos. 1no. 1no. 2nos. 3nos. 1no. 1no.		
2	Number of visit apart from schedule of scope of work i.e. on call	01 No. (Fortnightly)		
3	Total			
4	Applicable GST & any other Tax	%		
5	Grand Total			

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other service takers.

2) Price Bid for (processing plant No.2, of capacity 4TPH, at Bharatpur, Rajasthan)

S.No.	Particular	Qty	Unit Rate (Rs.) per month basis	Amount (Rs.) (for 12 Month)
1	Annual maintenance of processing plant machinery as detailed below as per the scope of the work. The rate should be complete in all respect for 1 year k) Seed Precleaner 4TPH l) Seed Grader 4 TPH m) Intending Cylinder of Processing plant 2TPH n) Vertical Bucket Elevator 5 TPH o) Gravity Separator 4TPH p) Air compressor q) Bag closer r) Weighing Balance (Electronics) s) Electrical main board t) Seed Treater	1 no. 1 no. 1 no. 4nos. 1no. 1no. 3nos. 2nos. 1no. 1no.		
2	Number of visit apart from schedule of scope of work i.e. on call	01 No. (Fortnightly)		
3	Total			
4	Applicable GST & any other Tax	%		
5	Grand Total			

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other service taker.

3) Price Bid for (processing plant No.3, of capacity 8TPH(Automatic), at Chittorgarh, Rajasthan

S.No.	Particular	Qty	Unit Rate (Rs.) per month basis	Amount (Rs.) (for 12 Month)
1	Annual maintenance of processing plant machinery as detailed below as per the scope of the work. The rate should be complete in all respect for 1 year 1. Seed Precleaner 10TPH 2. Seed Grader 8TPH 3. Intended Cylinder of Processing plant 8TPH 4. Gravity Separator with Deck 8TPH 5. Vertical Bucket Elevator 2TPH 6. Z –Elevator 10TPH 7. Spiral Separator 4.2 TPH 8. Seed Treater 8TPH 9. Air compressor 10. Undersize Conveyer Belt Assembly 11. Electrical Panel Control 12. D G set 180KV 13. Automatic Weighing Bagging and Stitching machine (10- 50 Kg) 14. Heavy Duty Stitching Machine with Conveir Belt 15. Automatic Sealing Machine 16. Moisture Meter 17. Bag closer 18. Weighing Balance (Electronics)200kg 19. Weighing Balance (Electronics)100kg 20. Weighing Balance (Electronics)10kg	1 no. 1 no. 1 no. 1nos. 1no. 6no. 2nos. 1nos. 1no. 2no. 1no. 1nos. 1no. 1no. 1no. 2no. 5no. 3no. 1no. 3no.		
2	Number of visit apart from schedule of scope of work i.e. on call	01 No (Fortnightly).		
3	Total			
4	Applicable GST & any other Tax	%		
5	Grand Total			

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other service takers.

4) Price Bid for (processing plant No.4, of capacity 8TPH, at Kota, Rajasthan)

S.No.	Particular	Qty	Unit Rate (Rs.) per month basis	Amount (Rs.) (for 12 Month)
1	Annual maintenance of processing plant machinery as detailed below as per the scope of the work. The rate should be complete in all respect for 1 year 1. Seed Precleaner 10TPH 2. Seed Grader 8TPH 3. Intended Cylinder of Processing plant 8TPH 4. Gravity Separator with Deck 8TPH 5. Vertical Bucket Elevator 2TPH 6. Z –Elevator 10TPH 7. Spiral Separator 4.2 TPH 8. Seed Treater 8TPH 9. Air compressor 10. Undersize Conveyer Belt Assembly 11. Electrical Panel Control 12. D G set 180KV 13. Automatic Weighing Bagging and Stitching machine (10- 50 Kg) 14. Automatic Weighing Bagging and Stitching machine (1- 5 Kg) 15. Heavy Duty Stitching Machine with Conveir Belt 16. Automatic Sealing Machine 17. Moisture Meter 18. Bag closer 19. Weighing Balance (Electronics)200kg 20. Weighing Balance (Electronics)100kg 21. Weighing Balance (Electronics)10kg	1 no. 1 no. 1 no. 1nos. 2no. 6no. 2nos. 1nos. 1no. 2no. 1no. 1nos. 1no. 1no. 1no. 1no. 3no. 5no. 3no. 1no. 5no.		
2	Number of visit apart from schedule of scope of work i.e. on call	01 No (Fortnightly).		
3	Total			
4	Applicable GST & any other Tax	%		
5	Grand Total			

We agree to the terms and conditions specified in the tender no It is certified that the price quoted is reasonable and not higher than the price usually charged for the same nature to the other service takers.

Thanking you,

Place: _____

Date: _____

Signature: _____

Name of Authorized Signatory: _____

Address: _____

Phone No: - _____

Mobile No. _____

SEAL

SECTION - III**Annexure-B****FORM FOR TECHNICAL & COMMERCIAL BID****To**

FROM

Sir,

Profile of our Company/firm is as under:

1. Particulars of the company/ firm/propritor where registered:-

Name of the company / firm/propritor with full address, contact number and e mail	Type of the firm i.e prop./ pvt. Ltd./ Ltd. etc. with its registration no.	Name and contact no. of Prop./ partners/ Directors etc

***Attach the necessary valid document in support of above.**

3. Orders of similar quantum executed as prime contractor/service provider to Government Deptt on quoted model over the last three years.

Year	Name & Address of Deptt.	No of processing plants	Purchase Order No. & Date	Value (Rs.in lakhs)	AMC Period	Satisfactory performance report
1	2	3	4	5	6	7

***Attach copies of Purchase Orders and proof of successful commissioning.**

4. Information regarding Bid Capacity (Orders in hand to and spare able capacity) as on the date of this bid.

5. Availability of Personnel

Type of Employee	No.	Qualification	Experience

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data

Position	Name	Qualification	Experience in the proposed position	Contact no.

7. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Average Annual Turnover in last three years should not be less than ___ times of quoted value of offer:

Financial year	Annual Turnover (Rs. In Lakhs)	Annual Profit/ loss (Rs. In Lakhs)	Remarks

8. Registration:

GST No.

9. Income tax Details:-

PAN No	Returns for Last Two Years (attached)	
	Year	Copy

10. EMD :-

Banker Name	Draft No./ Online payment receipt No.	Amount

11. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFS Code	MICR Code

12. MSEs' registration details (NSIC registered unit):

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

13. Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount	Remarks involved showing present status
1	2	3	4	5

14. 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 as per Performa attached in annexure B-1.
15. An affidavit on Rs 100 non judicial stamp paper that Price Charged for the AMC under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure B-2.
16. Evidence of Access of Finance Required (With Valid Proof):-
17. Authorization for Signing Bid (With Valid Proof).

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Stamp of the Company

Signature: _____

Place: -

Name Of Authorized Signatory: _____

Date:-.

Complete Mail Address: _____

Phone No.: _____

Mob. No. : _____

E-mail Address: _____

Note: - (All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION - III

Annexure-B-1

Affidavit Certificate

I /We_____ (Name, Designation and Address) hereby declaring that my firm/Company has not been black-listed by any of the Govt. Department/ Organization /PSUs /Institution etc , where I /We had executed the contract during the last_____ years and no arbitration case pending in NSC .

Signature of Authorized signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

SECTION - III

Annexure-B-2

Affidavit Certificate

I /We _____ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of identical service given to any Govt. Deptt./PSUs/Institutions/Organizations etc .

Signature of Authorized Signatory -----

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber Stamp _____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization/ Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership of proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous year.
7. Copy of GST Registration No.
8. Satisfactory work performance certificate from customers for work completion preferably from Govt. Organization.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
11. MSE registered with NSIC, other Authorities Certificate with proper validity for quoted item.
12. Other document if any in support of the tender.
13. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
14. Affidavit no circumstances exceeded lowest price of identical service to Govt./Semi Govt. Organizations.
15. Balance Sheet for last Three years.
16. Av. Annual Turn Over for last three years of the firm should not be less than 15.00 Lakhs of quoted value of the Offer. In case of MSEs. Av. Annual Turn Over for the last three years should not be less than the 10.00 Lakhsquoted value of the Offer.
17. Evidence of access to financial resources.

Note: - In the absence of any of the above documents, tender may be considered for rejection.

SECTION – IVCOMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSITAND PERFORMANCE GUARANTEE BOND, BY THE BANK

This Bank guarantee executed on thisday of 2016by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the (Regional Manager), National Seeds Corporation Ltd., ___Address___ hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the contractor) which expression shall include his successors and assigns.

“WHEREAS under the terms of annual maintenance contract etc. under this Corporation’s work Order NO.....dated Placed with the contractor, contractor has warranted about the scope of work of the AMC contract under the Corporation’s order’.

OR

“WHEREAS under the terms of the contract for the AMC contract etc. under this Corporation’s Agreement No.....dated..... entered into between the Corporation and the contractor, contractor had warranted about the scope of work of the AMC contract under the contract’.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain **10% of the price of the Contract value** till 3 months after the expiry of period the annual work contract.

NOW THEREFORE, this guarantee witnessed and the Bank hereby agrees guarantee.

1. If the contractor commits any breach of any of the terms and conditions of the contract or of the work and the Corporation declares that the contractor 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 contractor.
2. The contractor warrants that the annual maintenance contract under this contract is as per the scope of work, workmanship and service are of the highest grade and consistency.
3. If the contractor commits any breach of the terms relating to annual maintenance contract and the contractor 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 contractor.
4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said contractor has committed any breach or breaches of the terms of contract 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 contractor has committed such breach or has not fulfilled the conditions of contract shall be final and binding on the contractor and the bank.
5. The bank further understand that it shall not be necessary for the Corporation to proceed against the contractor 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 contractor or the bank shall not discharge the liability of the bank herein.
7. Notwithstanding anything, contained herein before the liability of the bank under this guarantee is restricted to Rs..... **The guarantee of the bank shall remain into force upto 15 months** from the date of execution of this Bank guarantee or till 3 months after the expiry of work contract period whichever is later. Unless the Corporation makes a claim from the bank in writing on or before the said period all rights of the Corporation under this warranty shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

1. Witness

2. Witness

- Here fill the name and full address of The Bank
- Here fill the Name and full address of the tenderer.
- Here fill the item of work for which order has been placed.

SECTION – V**AGREEMENT FORM****AGREEMENT NO.....**

This agreement is made on thisbetween the National Seeds Corporation Ltd., A Government of India Company, incorporated under the Companies Act 1956 and having its registered office at _____(Address)_____ 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 'contractor' 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 Annual maintenance contract for processing plant machinery" invited offers vide Tender No..... its own behalf

AND WHEREAS the contractor submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed work Order NO.....dated..... with contractor, for the annual maintenance contract as per scope of work, number of units, and locations mentioned in schedule of this agreement and in work order no..... dated.....

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

Contractor will ensure the timely repair and availability of machinery for smooth operation of processing plant. The contractor hereby agrees to execute the contract and corporation hereby agrees to award annual maintenance contract with scope of work and details as mentioned in work 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 (Regional Manager) of the corporation. The venue of Arbitration shall be at (____place). The Court of Law at (____place__) alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making

and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that such arbitrator had dealt with the matter at any earlier stage. 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 to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the contractor

For an on behalf of the National Seeds Corporation
__Address__ & __ (city) __

Witness

Witness

1.

1.

2.

2.

3.

3.

SECTION - VI
PRE-CONTRACT INTEGRITY PACT

(To be signed in case bid/contract amount exceeds Rs. One Crore)

General:-

1. Whereas National Seeds Corporation Limited represented byhereinafter referred to as the Corporation and the first party, proposes to procure goods / services through tender no. hereinafter referred to as goods, of the first part is a CPSE under Ministry of Agriculture, Government of India.

and M/s _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores. Whereas the Bidder is a (status of the bidder) constituted in accordance with the relevant law in the matter.

2. Now, therefore, the Corporation and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the completion of the contract.

Commitments of the Corporation:-

3. The Corporation Commits itself to the following:-

3.1 The Corporation undertakes that no official of the Corporation, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2 The Corporation will treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Corporation will report to the CVO office of any attempted or completed breaches of the above commitments on the part of Bidder under Integrity Pact.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Corporation with full and verifiable facts and the same is *prima facie* found to be correct by the Corporation, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Corporation and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Corporation the proceedings under the contract would not be stalled.

Commitments of Bidders:-

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Corporation, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Corporation or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.5 The Bidder further confirms and declares to the Corporation that the Bidder is Competent to offer for stores /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Corporation or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Corporation or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Corporation as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression:-

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Company Code of Conduct:-

7.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation:-

8.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Corporation to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Corporation and the Corporation shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Corporation, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the **LIBOR**. If any outstanding payment is due to the Corporation from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Corporation, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Corporation.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Corporation, or alternatively, if any close relative of an officer of the Corporation has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Corporation to rescind the contract without payment of any compensation to the Bidder.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Corporation, and if he does so, the Corporation shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Corporation resulting from such rescission and the Corporation shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Corporation with the Bidder, the same shall not be opened.

8.2 The decision of the Corporation to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. Fall Clause:-

9.1 The Bidder undertakes that he has not executing the similar work at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar contract was executed by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the corporation, if the contract has already been concluded.

9.2 The Bidder shall strive to accord the most favored customer treatment to the corporation in respect of all matters pertaining to the present case.

10. Examination of Books of Accounts:-

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Corporation or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

11. Law and Place of Jurisdiction:-

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Corporation i.e. ____ (city) ____.

12. Other Legal Actions:-

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. Validity:-

13.1 The validity of this Integrity Pact shall be from date of its signing and extend till satisfactory closer of the Contract.

13.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____ .

CORPORATION BIDDER

CHIEF EXECUTIVE OFFICER

Company Name

Witness

1. _____

1. _____

2. _____

2. _____

SECTION-VII**THE ADDRESS OF THE PROCESSING PLANT FOR ANNUAL MAINTAINANCE CONTRACT ARE AS UNDER**

S.No	Name of Area Office	Processing Plant No.	Capacity	Details of processing machinery	Make
1	Area Office, National Seeds Corporation Ltd., F-45-46, Industrial Area Parvatpura, Bypass Road , Nasirabad Chauraha, Ajmer (Raj)	Plant No.1	4 TPH	Seed precleaner, Grader,Intending cylinder,Vertical bucket elevator, Gravity separator, Air compressor, Bag closer, etc.,	
2	Area office, National Seeds Corporation Ltd., A-12-13, Industrial Area Bharatpur (Rajasthan)	Plant No.2	4 TPH	Seed precleaner, Grader,Intending cylinder,Vertical bucket elevator, Gravity separator, Air compressor, Bag closer, etc.,	
3	Area office, National Seeds Corporation Ltd., Diamond Crossing, Vill- Sahenava road, Chittorgarh (Rajasthan)	Plant no.3	8 TPH (Automatic)	Seed precleaner, Grader,Intending cylinder,Vertical bucket elevator, Gravity separator, Air compressor, Bag closer, D G Set etc.	
4	Area office, National Seeds Corporation Ltd., E-134, Road No.-5, Indraprasth Industrial Area, Kota(Rajasthan)	Plant no.4	8 TPH (Automatic)	Seed precleaner, Grader,Intending cylinder,Vertical bucket elevator, Gravity separator, Air compressor, Bag closer, etc.,	
TOTAL		4 nos.			

SECTION-VIII

The scope of works that are to be covered under the AMC are as follows:

1. Maintenance of machinery

S. No.	Components	Scope of work	Schedule (During plant operation)
1.	Pre Cleaner , Grader, indenting cylinder of Processing plant	<ol style="list-style-type: none"> 1. Inspection of sieves. 2. Checking of bearings and proper greasing. 3. Inspection of belts, chains and wire ropes and proper lubrication. 4. Inspection of electrical components and circuits. 5. Lubrication of fast moving parts like bearing body, bushes, couplings etc. 6. Checking of pulleys, blower fans and other fast moving items. 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.
2.	Vertical Bucket elevator	<ol style="list-style-type: none"> 1. Inspection of flat belts and the buckets of elevator 2. Inspection of motor, bearings and pulleys. 3. Inspection and lubrication of gear box. 4. Lubrication of the fast moving parts. 5. Inspection of electrical components and circuits. 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.
3.	Gravity separator	<ol style="list-style-type: none"> 1. Inspection of bearings and belts of the gravity. 2. Inspection of the blower's shaft, pulley and bearings. 3. Setting of air control 4. Lubrication of the fast moving parts. 5. Inspection of Motors, pulley, blower and electrical components. 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.
4.	Main electrical supply and circuits	<ol style="list-style-type: none"> 1. Inspection of all the electrical components like starters, switches, joints, MCBs etc. 2. Maintenance of Electric supply. 3. Replacement of faulty parts. 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.

5.	Air Compressors	<ol style="list-style-type: none"> 1. The air compressors should be inspected for proper functioning and necessary repair should be done to avoid any breakdowns. 2. Checking of high pressure pipe for any leakages. 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.
6	any other processing machinery like Bag closer, Bins vegetable plant, raw seed precleaner de-stoner, air compressor, seed treater, electrical parts related to processing machine and equipment	<ol style="list-style-type: none"> 1. Inspection of machine / parts 2. Preventive service 3. Lubrication of moving parts 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.
7	D G set	<ol style="list-style-type: none"> 1. Inspection of DG Set & Alternator 2. Inspection of fuel & Engine oil filters 3. Inspection of Engine oil 15W40 4. Inspection of HSD pipe & clamps 5. Inspection of Radiator, coolant 6. Inspection of front belt 7. Inspection of Battery & its water level 8. Inspection of Hose pipe & clamps, Coupling 9. Lubrication of moving parts 	Weekly & As per requirement in case of any problem or break down then immediately within 24 hours.

2. After inspection and checking of the above machinery, all the necessary setting repair and maintenance work has to be performed and job card shall be maintained
3. Prepare list of spare parts required to be replaced in the above machinery and submit to plant in-charge for taking approval for purchase
4. Arrange the spare parts after approval and carry necessary repair and fitting of parts and replaced old parts may be submitted to concern plant in charge/ Area Manager.
5. Maintain History sheet of service and maintenance record with list of spare parts replaced with cost incurred in spare parts.
6. Keep plant machinery ready for operation as per processing schedule of Regional office/Area office.
7. Operation of all the plant machinery as per requirement and processing schedule
8. To carry all the works/service to run the machine efficiently
9. To make the plant ready after complete checking, repair & maintenance 1 week before start of processing

10. The technical person of the contractor shall visit the plant as per the above schedule and on call of plant Incharge to carry the maintenance work. The technical person should reach the plant within 24 hrs of call/intimation of plant Incharge/ officer.
11. Any other work related to processing machine maintenance & operation as per need of corporation
12. One attendant should present at plant premises during processing/packing work is in progress.
13. If any damages caused to NSC property during repair & maintenance work, the cost of the same will be assessed by the committee of the officers and deducted from contractor bill.