

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



CIN No.: U74899DLI963GOI003913

TENDER NOTICE No. 33

FOR
POTENTIAL STUDY, DESIGN AND
DETAIL PROJECT REPORT PREPRATION
of
0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH
BIOMASS BASED SYSTEM FOR POWER GENERATION OF
0.5 MW TO BE INSTALLED
AT
CSF SURATGARH

LAST DATE & TIME FOR RECEIPT OF BIDS : UP TO 13:00 hrs of 04.10.2018

DATE & TIME OF OPENING OF BIDS : AT 15:00 hrs of 04.10.2018



Signature :-
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ID.2.5.4.17=110012, O=National Seeds Corporation Ltd, C=IN
User ID : rajesh.chauhan
Serial No : 210D4E5902011ED4

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

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

No.NSC/HQ/1-18/2017-E/M/

Dated: 13.09.2018

TENDER NOTICE No: 33

National Seeds Corporation Ltd. invites e-tenders from reputed/experienced firm, company, corporation, PSU, partnership firm, co-operative society, NGO or Consortium of companies who have experience in Bio-energy, detail engineering in the field of bio-mass based power generation plant, for Potential Study, Design and Detail Project Report Preparation of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH as detailed given below:

S.No	Particular	Tender Cost	EMD
1.	Potential Study, Design and Detail Project Report Preparation of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH	Rs.2000/- non-refundable	Rs.30000/-

Scheduled dates for tender are as under:

- a) **Bid submission (Tech and Financial) date and time** :Upto 13:00 Hrs of 04.10.2018
b) **Bid opening (Tech. Bid) date and time** :At 15:00 Hrs of 04.10.2018
c) **Opening of Price Bid of technically qualified bidders** : Date will be intimated in due Course

- Parties participating for Tender EMD amount should be submitted online along with cost of tender documents in INR.
- 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 Part-B of the tender document.
- 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.
- 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 entitled 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.
- The Bidders have to sign 'Integrity Pact "with NSC.
- 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.

DGM & HEAD (Engg)



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PART-A



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SECTION –I PROJECT DETAIL

1. INTRODUCTION

1.1. Corporation

National Seeds Corporation Ltd. (herein after called as Corporation) is a Govt. of India Undertaking incorporated under the companies Act. 1956, and under the administrative control of the Ministry of Agriculture and Farmers welfare.

National Seeds Corporation Ltd. is maintaining 10 Regional Offices, 73 Seeds production/Marketing sub-units, 02 liaison offices and 08 Agriculture Mechanized Farms throught India. Sub-units are located in different states under different agro climatic conditions to organize seed production of all crops and 08 Farms of about 22,000 hectares located in the State of Rajasthan, Haryana, Karnataka, Jharkhand, Odisha and West Bengal in order to meet the following objectives:-

- To set up and run agricultural farms for the production primarily of the Seeds of food grains, pulses, oilseeds, fibre crops, plantation crops, vegetable and fruits.
- To undertake development, reclamation and improvement of land and irrigation for agriculture and animal husbandry; and
- To acquire build, construct, equip and maintain godowns / warehouse, sheds and other building necessary or expedient for the purpose of the corporation.
- To acquire, establish, construct, provide maintain and administer water reservoirs, channels pumping installations purification plants, pipe lines, storage sheds and accommodation of all description connected with the business of the corporation.

The 08 Nos Farms of NSC has total 22,060 hectares area and are located in the State of Rajasthan, Haryana, Karnataka, Jharkhand, Odisha and West Bengal. The area statistics NSC Farms, location wise, irrigated, rain-fed are detailed below:-

Area Statics of NSC Farms

S.No.	Farm	Total Area (Ha)
1	Suratgarh	6296
2	Sardargarh	4548
3	Jetsar	5394
4	Hisar	2704
5	Raichur	2960
6	Nalhati	20
7	Baliyapur	30
8	Sukinda	108
Total		22060

Farming in such a large area produce a huge amount of agro-residue (straw), bio-mass and as per the cropping pattern and amount of crops the average annual straw being produced from these farms at SriGanganager Distt., Rajasthan State are as under:

S. No.	Name of farm	Cropped residue in MT (aprox.)
1	Suratgarh	9,029.80
2	Sardargarh	4,886.80
3	Jetsar	5,387.50
Total		19,303.10

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In general most of the biomass residues generated in field cannot be used efficiently at farms and Farmers's field, as they have low bulk densities. The bulk density of fodder, hay and straws after threshing is very low and this necessitates huge storage space, creates difficulty in handling, and higher transportation cost. For this purpose, farmers neither have sufficient space nor time between harvesting of mature crop and sowing of next seasonal crop. As a result, crop residues, which are otherwise suitable for feeding/utilizing as a coal substitute, are quite often burnt in the fields.

1.2. Objective

In normal practice the crop residue are being burnt in field by the farmers. The practice of burning agriculture residue has been banned by the National Green Tribunal two year ago. But it is still prevalent across major farming states like Punjab and Haryana. The pollution from these burnt farms cause heavy toll on farmers, their families and further to adjoining areas. But with no alternatives and despite being aware of the ill effect of burning, the farmers set their farmland on fire. The government is trying to find the solutions to put an end to the practice.

In view of the Govt. Efforts to find solution for the above issue and to handle huge amount of agro residue (straw) being produced every year in NSC Farms as well as adjoining farmers fields, NSC has proposed the following method to tackle the above situation and agro-residue could be utilized in substituting the coal in coal based industries and generation of electrical power as a green energy by

- 1.2.1. Handling such a large amount of crop residue proper method for utilization and disposal is required for NSC Farms. Further the utilization method could further be extended to handle the crop residue being produced in farmers field in adjoining areas.
- 1.2.2. Establish briquette making units: - to improve the quality of biomass and crop residue (especially paddy and other crop residue) by compressing/ briquetting which can substitute to coal based industries as a fuel substitute.
- 1.2.3. Biomass Based Power Generation System :-to utilize the biomass/Agro-residue and Briquette being produced through above briquetting unit to produce electricity by establishing the Biomass Based Power Generation System
- 1.2.4. To improve the quality and exploit this renewable and sustainable source of energy, pre-processing can be adopted i.e. densification of biomass by using briquetting or pelletizing technology

And the Corporation intends to utilize currently available biomass mass crop residue/straw in their Farms and collection of the same from nearby villages to utilize in power generation and further selling of power through grid.

Burning of biomass/straw in fields leads to local pollution. Utilization of biomass/straw for power generation eliminates pollution on account of field burning. Further Utilization of biomass for power generation directly reduces the dependence on imported coal and oil for power generation which also saves valuable foreign exchange reserves of the country.

Based on the quantum of agro-residue, NSC proposed to set up biomass based power generating unit at Suratgarh.



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2. PROJECT

The Corporation intends to utilize currently available straw/ biomass in their Farms and collect straw/biomass from nearby village for biomass/straw briquettes production facility along with power generation unit to meet captive electricity requirement and further feeding in Grids for sale of power to State electricity deptt. / Govt./ third party use/sale. The Capacity and units proposed to install are detailed below:

S.No.	Name of Project	Location	Particular	Capacity	Unit
1	Biomass/ Straw Briquette Making Unit	CSF Suratgarh	Machinery	0.75 TPH	1
			Building		
2	Bio mass based Electricity generation for power production to feed in grid /captive power plant	CSF Suratgarh	Machinery	0.5 MW	1
			Building (including briquett plant)		

For installation of the above a detail study and detail project report has to be prepared keeping in view of feasibility of above projects.

Technology requirment

S.No.	Description
1.	<p>Technology –</p> <ol style="list-style-type: none"> Scientific advancement – the technology should be recognized nationally /internationally in the field of Biomass based power generation and should be cost effective. Fuel Flexibility – The technology should be suitable for Straw briquette as well as other biomass resources like Wood shells / saw dust, husk, agriculture crop residue, bagasses etc. High PLF – High plant load factor and reliable plant availability (approximately 70-80 %) Operating Cost- Low specific fuel consumption, high level of automation, high energy conversion efficiency and low operating cost By-Product – the technology should have minimum by-product generation should generate tar free gas from exit. The ash and particulate should be discharged without water contact in a proficient and dry discharge manner. The design should be multi-fuel flexible high temperature Should accept feedstock with high moisture content of 30-40% during gasifier operation. This system should be fully insulated to achieve maximum thermal efficiency.



2.1. SCOPE OF WORK

NSC invites bid from eligible bidders for Potential Study, Design and Detail Project Report Preparation of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH as detailed above. The scope of work for the details study is as under:

Part 1 -Detail Engineering, Design & DPR

1. Bio mass resource availability study at project site
 - a) Study of straw /biomass availability at the project location i.e CSF Suratgarh
 - b) Type of straw quantity wise, their physical and energy values study
 - c) Potential of briquette generation and corresponding Power Generation capacity
 - d) Collection/procurement procedure of raw material for briquette production
2. Technology for briquette production and corresponding power generation
 - a) Suitable type of technology for briquette making and power generation plant
 - b) Machinery and Equipment
 1. Details of machinery required
 2. Description of main plant equipment, auxiliary equipments and systems
 3. Detail Engineering/ Design /drawing
 4. Specification requirement of each and every part/machine
 - c) Plant layout and existing infrastructure facilities
 - d) Machine Layout
 - e) Operational mechanism, Maintenance setup & schedule
 - f) Manpower requirement
 - g) Automation and instrumentation for operation
 - h) Environmental impact and waste management plan
 - i) Socio-economic impact of the project
3. Building including structural design
 1. Suitable location for installation of plant
 2. Storage capacity requirement for straw and briquettes
 3. Area required for the installation
 4. Machine specific building requirement
 5. Detail Engineering/Design of Shade/Godwon required for Briquetting and power generation unit
 6. Prepare layout drawing of plant and building structure
4. Electrical system
 1. Annual and peak, power generation
 2. Electrical equipment required
 3. Transmission line requirement, its alignment to power requirement location (s)
 4. Power grid location and transmission line for feeding into grid.
5. Techno-Commercial Aspects
 1. Cost Estimate of project (including machinery & building)
 2. Briquette & Power generation cost per unit (with 70, 80 % PLF)
 3. Power purchase aspect and Govt. Policy to purchase power
 4. Selling price of electricity to grid / third party sale
6. Cost Benefit Analysis
 1. Cost benefit analysis with break even point analysis for briquette making and Power Generation

2. Executable Financial Model of Project for 10 year after installation

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7. Submission of Report

1. Presentation of work, before submission/after finalization to NSC and to Ministry after submission to NSC if required
2. Correction as per requirement and submit final report in 3 copy spiral binding and in soft copy

2.2. PROJECT LOCATION

The project site location is Suratgarh Farm Rajasthan of NSC, and is having land availability for sufficient storage of biomass and installation of project. The complete address is as follows:

S.No	Name and address of the Farm
1	Director Central State Farm, Suratgarh (Rajasthan) National Seeds Corporation Ltd. Distt. – SriGaganager State – Rajasthan Country – India Pin Code - 335804 Phone No. – 01509-220084

2.3. LOCAL CONDITIONS

1. The Bidder is advised to visit and examine the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for study. All the expenses of visiting the Site and its associated costs shall be borne by the Bidder.
2. The Bidder and any of its personnel or agents shall be granted permission by the Corporation to enter into its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or agents, shall release and indemnify the Corporation and its personnel and agents from and against all liability in respect thereof and shall be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses.
3. Failure to visit the Site or failure to study the NIT document shall in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the NIT document.
4. Unless and otherwise specified, in no case the date of Time for Completion of the report shall be extended.
5. The Bidder must conduct its own inspection of the Project Site, access to the Project Site and surroundings at its own cost in order to make a proper estimate of the works to be performed under consideration of site-specific constraints.
6. It shall be deemed that by submitting a Bid, the Bidder has:
 - i. Made a complete and careful examination of the NIT document;
 - ii. Received all relevant information requested from the Corporation;
 - iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the NIT documents or furnished by or on behalf of the Corporation relating to any of the matters referred to in Clause 2 above
 - iv. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the NIT document or ignorance of any of the matters referred to in Clause 2.3 (2) herein shall not be a basis for any claim for compensation, damages, extension of time for Performance of its obligations, loss of profits etc., from the Corporation, or a ground for termination of the Contract

Agreement and

Signature: _____
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- v. Agreed to be bound by the undertakings provided by it under and in terms hereof.
7. The Corporation shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the NIT document or the Bidding Process, including any error or mistake therein or in any information or data given by the Corporation



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SECTION – II ELIGIBILITY CRITERION

1. General

- a) The Bidder should be reputed/experienced firm, company, corporation, PSU, partnership firm, co-operative society, NGO or Consortium of companies who have experience in Bio-energy and had prepared feasibility report/detail project report for installed bio-mass based power generation plant, and experience in consultancy in the field of Biomass briquette making and Biomass based based power generation system.
- b) Tenderers interested to quote against this tender must quote for complete scope of work as per clause 2.1 of section-I, and shall furnish all valid required documents for eligibility.

2. Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following technical requirement

- a) The tenderer must have least 15 year expericance in consultancy and feasibility report/detail project report for installed bio-mass based power generation plant. List of consultancy projects in last 15 years should be furnished in support.
- b) The bidder shall submit, in support to the above, atleast 02 consultancy projects/ feasibility report/detail project report/ bio mass Assesment study prepared along with their workorder and completion certificate for similer work in last 3 years.
- c) The tenderer must have adequate capacity to perform the assigned works properly within the prescribed time schedule. And should have in house team of at least 5 Scientists /Engineers and Technical staff with atleast 10 year experaince in the consultancy and frasibiliy/DPR prepration of Biomass briquette making and Biomass based power generation system. The detailed resume/bio data must be enclosed in technical bid.

3. Financial Capacity - The Bidder shall furnish documentary evidence to demonstrate that it meets the following financial requirement(s):

- a) The annual financial turnover of the bidder during any of preceeding three financial /accounting years from the original bid closing date should not be less than Rs.1000 lakhs. The financial turnover of the bidders who are MSE / MSME and registered with NSIC should not be less than Rs.350 lakhs in any of the preceeding three fiancial years.
- b) The bidders shall provide a copy of audited annual report of previous three financial years for ascertaining their turnover

Note: - the bidders who do not fulfil the above Eligibility, Financial and Technical Qualification Criteria shall be rejected during the Evaluation of Technical Bid



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PART-B



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SECTION – I INSTRUCTION TO BIDDERS

1. INSTRUCTIONS FOR SUBMITTING e-Bids

- C1 India Private Limited: Service provider to provide the eTendering 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>.

1. 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 eTendering 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. 3300/- inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is 1 year.
- iv. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an email intimation 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 eTendering 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 online or 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. 550/-** inclusive of all taxes (**Non-refundable**) through 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 eTendering 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.



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2. 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 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.

3. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission but 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.

4. 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.

1. DISCLAIMER

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

DGM & HEAD (Engg.)



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 a319a90c99925110840c758a0115c00dd03b14098e33cbdd5f75, ST=Delhi, O
 ID.2.5.4.17=110012, O=National Seeds Corporation Ltd, C=IN
 User ID : rajesh.chauhan
 Serial No : 210D4E5902011ED4

2. GENERAL INSTRUCTIONS TO BIDDERS

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 complete Scope of Work as per Section -2.1 Part-A and should furnish all valid required documents as per Eligibility and Experience (Section –II Part A)
3. **LANGUAGE OF BID:-** the bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchange by the Bidder and Corporation shall be written in English/Hindi Language. Only English language has to be used when the details are technical. The Bidder shall bear all cost of translation, if any, to the English/Hindi Language and bear all risk of the accuracy of such documents provided by the bidder.
4. **SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. **Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**
5. **DELIVERY:-**The delivery period so specified in **clause no.5 of section –II of Part B** will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to **clause-7 of section-II of part B** relating to liquidated damages which shall be binding.
6. The Tenderers should give in writing the name of their authorized agency that shall represent them along with a proof of his identity and his signatures duly verified by the Bankers of the tenders.
7. **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 work as indicated in the Annexure–A of Section-III of the part ‘B’.
 - a) The price should be quoted in Indian Rupees (INR) for all the items.
 - b) The rates should be quoted for the offered items **on the basis of complete study, detail design and report, including travel and all other local expenses required for preparation of detail report and submission of report in thriplicate in spiral binded form etc.** Bidder should indicate their GST registration number and amount separately.
 - c) If the rates quoted by tenderer are exclusive of 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.
8. Preference will be given to the bidders having the past experience in the similar projects.
9. **CHANGE IN PARTNERSHIP FIRM:**
 - a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except only upon obtaining the prior consent in writing of the Corporation.
 - b) On the death or retirement of any partner of the contractor firm before from the due performance of the contract, the Corporation may at this option cancel the contract and in such case the contractor shall have no claim whatsoever for the compensation against the Corporation.
10. **PRINTED TERMS & 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

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the printed terms and conditions of the tendering firms have been rejected by the Corporation.

11. EARNEST MONEY: EMD is fixed as indicated in Notice Inviting Tender of the tender document against Potential Study, Design and Detail Project Report Preparation of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH as per scope of work.

- a) EMD to be submitted by means of online payment only
- b) **Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme:** Indian manufacturers/suppliers/service provider who are **Micro Small Enterprises(MSE's) 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 quoted stores 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.

The MSE units claiming exemption of Tender cost/EMD should submit MSME UDYOG ADHAR MEMORANDUM along with registration certificate issued National small industries commission (NSIC). The memorandum/certificate shall clearly indicate the monetary limit and shall be valid as on due date/ extended due date of the tender. Also it should cover the items tendered to get EMD/Tender fee exemptions.

- 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 SUPPLIES MADE BY THE SUPPLIER/SERVICE PROVIDER IN THE PAST SHALL BE ALLOWED.TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FEE 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.

12. FORMAT AND SIGNING OF TENDER: -

- a) Tenderers are required to submit their tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and Corporation, shall be in the English/Hindi languages. Each copy of the tender should be completed in all respect. All pages of the **tender and enclosures should be numbered consequentially and** shall be digitally signed by the Tenderer or a person or persons duly authorized to sign the Tender to the Contract. The letter authorization shall be indicated by written power of attorney accompanying the Tender.



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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.

The Part 2 & Part 3 of the Socpe of work award is subject to approval of DPR and its financial viability, and approval from ministry and in case of non fulfilment of the aforesaid the contract will be terminated at Part 1 only and payment of that part will be released accordingly.

24. 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.

25. CONTRACTS:-

a) **SIGNING OF CONTRACT :-**The successful tenderers within 15 days from date of issue the work order, shall sign an 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 and furnish it to the Corporation. 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 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 bidder and send typed agreement for signature of the service providers. The cost of stamp paper shall be recovered from the service provider payments.

b) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of work order for each part shall furnish security deposit/Performance guarantee @ 10% of the value of the work order value for execution of order. The security money shall be furnished in the form of Composit bank Guarantee and should be valid upto 180 days.

The bank guarantee will be Refund / return after 3 month of submission of DPR

c) **PRE-CONTRACT INTEGRITY PACT:** -Successful Tenderers whose supply /work order of value of Rs. more than one crore then they have 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 25 (a), 25 (b)& 25 (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.

26. 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 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 New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission if any for encashing 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, furnish Composite bank Guarantee in the manner indicated in clause – 4 of section- II Part –'B'.



SECTION – II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Transfer and subletting:** -The Service provider 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 Service provider shall at all times indemnify the Corporation against all claims (loss/damage cost / expenses penalty/charges/fees including legal /attorney expenses) which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark , breach of any terms and condition of the contract, non-compliance of any applicable law, negligence, fraud, misrepresentation or any act on omission provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark breach of any terms and condition of the contract, non-compliance of any applicable law, negligence, fraud, misrepresentation or any act on omission being made against the Corporation, the Corporation shall notify to the Service provider of the same and the Service provider shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account the Service provider shall make good the amount so payable and the expenses incurred on that behalf.
3. **Signing of Agreement:** -The Service provider 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.
4. **Composite Bank Guarantee Bond:** -Successful bidders are required to deposit security money by furnishing composite bank guarantee as per clause No. 25 (b) of General Instruction, section I for execution of the order and thereafter performance of the system including warranty period. The guarantee bond shall be to the tune of % value mentioned in the clause no 25 (b) of general instruction section I, of the contract and shall be furnished as per Proforma attached at **Section-IV Part 'B'** of the tender document. The composite bank Guarantee Bond should be valid upto period mentioned in the tender document. It should be issued by any Indian nationalized/scheduled bank of any Branch. The authotized 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 service provider within 3 month after the expiry of schedule mentioned in the clause no 26 (b) section I.

5. **Delivery:** The Service provider shall undertake Potential Study, Design and Detail Project Report Prepration of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH and submission of detailed project report in thruplicate spiral binded copy and in soft copy in 90 days from issue of work order. However, the Job may be completed early also for which no extra benefit or relaxation in terms shall be allowed to the service provider. The date of receipt of final copy of Detail Project Report to office of DGM/Head (Engg) shall be final for the purpose of calculating completion period.
6. **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 Service provider by hand through a responsible officer. The service provider shall allow such officer to prepare an assessment of such work complete and ready against the



order. Such officer shall also prepare an assessment expenditure on study and manpower which the service provider has already arranged for preparation DPR to be submitted.

7. Liquidated damages:-

1. If the Service provider fails to deliver any or all the scope of work covered by the contract, the Corporation reserves the right in addition to the legal remedies to cancel the contract as a whole or any portion thereof and hold the service provider 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 obtain the remaining service for the same scope of work as offered by the bidder. 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 service provider.

3. It is emphasized by Corporation and understood by the service provider that the **period of delivery stipulated in the contract is the essence of the contract**. It is **admitted by the service provider that any delay in the delivery will cause damages to the Corporation**. Subject to clause 9, in the event of the service provider failure to have the service delivered by the due date specified in the acceptance of tender, the Corporation may with-hold any payment until the report/service have been submitted and may deduct or recover from the supplier as liquidated damages (and not by way of penalty) of sum at the rate of **2 % (two percent)** of the price of service which the service provider has failed to deliver as aforesaid for each and every week, subject to **maximum 10% of the value of service** provided however, that if the delay shall have arisen from any cause which the Corporation may in his discretion allow such additional time as it may consider to have been required by the circumstances of the case. The Corporation may also terminate the contract and the service provider will pay damage to any loss caused to the corporation for an inordinate delay to making delivery of service.

8. Default & Risk:-

(a) Should the service provider fail to perform the contract or should it fail to complete the scope of work in time 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 MD/CMD, to declare the contract at the end at the risk and cost of the service provider in every way. In such case service provider shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation may be put to incur or sustain by reason of, or in connection with service provider'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 complete the work with other source and the service provider shall be liable to the Corporation for any excess cost for such similar work provided that the service provider shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

9. Force majeure:-



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1 – Notwithstanding the provisions of Clauses 7 & 8, the service provider shall not be liable for imposition of liquidated damages or termination of contract for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

2 - For purposes of this Clause, “Force Majeure” means an event beyond the control of the Service provider and not involving the Service provider’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, Acts of God, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3 - If a Force Majeure situation arises, the service provider shall promptly notify the Corporation in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the corporation in writing, the Service provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10. Terms of payments:-

Unless otherwise specified in the contract, **100% of the invoice value would be paid by NSC after Final Submission of Detailed Project Report (DPR) in soft copy and 03 Nos. Hard Copy in Spiral Binded Form** along with duly verified copy of original invoice.

Invoice should have GST Nos. printed on them, in the Tax invoice, cost and Tax amount shall be mentioned separately. Invoice to be sent in **duplicate to NSC, H.O.**

All the payment due under the contract shall be paid after deduction of statutory dues wherever applicable.

All payment shall be made in INR through RTGS after making necessary deduction if any towards TDS, liquidated damages, outstanding, short supply section pro-rata basis or as decided by the Corpn. The service provider is requested to provide information namely Bank name, address 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.

11. Settlement of disputes:-

- a. All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration by sole arbitrator to be appointed by the Chairman-cum-Managing (CMD) Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment as per the Arbitration & Conciliation act 1996 as amended from time to time. The venue of Arbitration shall be **at New Delhi**. The Arbitration proceeding will be conducted in English Language. The Court of law **at the New Delhi/Delhi** alone shall have exclusive jurisdiction in the matter of any disputes whatsoever. The cost of arbitration shall be borne by the claimant initially subject to the final award passed by the arbitrator whereby the arbitrator may direct the unsuccessful party to pay and make good all costs of arbitration incurred by the opposite party.

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 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 as per provision of Arbitration & Conciliation Act 1996 as amended from time to time.

- b. In case the service provider 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 contract s, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 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.

12. Refund of Security Deposit :

The security Deposit will be discharged by the Corporation and returned to the service provider following the date of submission of detail project report, including carrying out all necessary adjustment/deduction if any and submission of a declaration by the service provider that they have no claim in respect of the contract or relating there to or arising there from against NSC

13. Corrupt Gifts & Payments of Commission:-

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the service provider, 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 inforce, subject the service provider to cancellation of this and other contracts with the Corporation and also to payment to any loss resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the service provider under this or any other contract or may recover the same by appropriate proceedings.



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SECTION – III
FORMS

TENDER FORM

To

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

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 execute the project as detailed in the scope of work (section- 2.1 of section II) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the scope of work of thoi project as specified in the contract order.
- iv)
- a) Online payment ref. No. _____ dated _____ for Rs. _____ remitted to Name of National Seeds Corporation Ltd., New Delhi towards payment of the earnest money, enclosed.

OR

- b) 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 & / provide 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 Part ‘A’ of tender document, relating to instructions to tenderers and general conditions of the contract and I/we



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hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under these agreement clauses.**

- viii) This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that Civil Courts at Delhi/New Delhi 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).
- xi) Company profile as per prescribed Performa given in Annexure ‘B’ & of Section III of Part ‘B’ of the tender document and duly signed & stamped and terms and conditions of Section I & II of Part “B” contained in the Tender document is attached.
- xii) Rates are quoted in the prescribed format given in Annexure “A” of Section III of Part ‘B’ 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.

Place: -
Date:-.

Signature: -----
Name Of Authorized Signatory: - -----
SEAL

E-mail Id:-----
PhoneNo:-----
Mob. No: -----
Complete Postal Address: -----



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FORM FOR PRICE BID**To****FROM**

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

Sir,

We have examined the prescribed specifications and read the terms & conditions of Tender No _____ for the work namely "Potential Study, Design and Detail Project Report Preparation of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH" as detailed in this tender document, our rates for the aforesaid units according to the Scope of work, terms & conditions are as under:

S.No.	Particulars	Qty.	Unit	Rate for complete scope of work (in Rs.)	Applicable Tax (in Rs.)	Amount (in Rs.)
1.	Detail study and Detail Project report as per Scope of work defined in this tender document	1 Job	LS			
	Total					
2.	Applicable Tax					
3.	Grand Total					

**** GST applicable for Indian Service provider only**

***** Grand Total should be on the all expences towards travel and daily allowance, expenditure on manpower Engaged for survey of location and prepration of report, data collection , Stationary etc. and all other expences required for preparation of DPR as per Sope of work.**

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 puchasers.

Thanking you,

Place: _____

Date: _____

Signature: _____

Name of Authorized Signatory: _____

Address: _____

Phone No: - _____

Mobile No. _____

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FORM FOR TECHNICAL & COMMERCIAL BID**To**

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

FROM

Sir,

Profile of our Company/firm is as under:

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

Name of the company 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.**

- 1.1.** Work Orders of similar work executed as prime service provider preferable to Government Deptt on quoted model over the last three years.

Year	Name & Address of Client	Work Order No. & Date	Value (Rs.in lakhs)	Stipulated period of completion of work	Actual date of completion of work	Remarks explaining reasons for delay if any.
1	2	3	4	5	6	7

***Attach copies of work Orders and proof of submission.**

- 1.2.** Information regarding Bid Capacity (Orders in hand to be executed, under execution for next 3 months and spare able capacity) as on the date of this bid.

- 1.3.** Availability of Personnel

Type of Employee	No.	Qualification	Experience

- 1.4.** Details of Scientist/ Engineer / Technical manpower propose to engage in the tender scope of work

Name of Employee	Detailed Qualification and Biodata

Signature :-
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ID.2.5.4.17=110012, O=National Seeds Corporation Ltd, C=IN
User ID : rajesh.chauhan
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1.5. 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.

1.6. 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 **10 times of quoted value of offer:**

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

1.7. Registration:

GST No. (for Indian bidders)

1.8. Income tax Details:-

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

1.9. EMD :-

Banker Name	Online transaction Ref. number	Amount

1.10. Particular of Banker:-

Indian Bidders

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

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

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



Signature :-
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1.12. 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

1.13. A undertaking on Rs 100/-, Non judicial stamp paper in case of Indian bidder and on Company Letter Head in case of forigen Bidders, 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 Proforma attached in Annexure B-1.

1.14. Evidence of Access of Finance Required (With Valid Proof):-

1.15. Authorization for Signing Bid (With Valid Proof).

I/we hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my/our own 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).



Signature :-
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 Serial No : 210D4E5902011ED4

AFFIDAVIT CERTIFICATE

I /We _____ (Name, Designation and Address) hereby declare that my/our firm/Company has not been black-listed / debarred by any of the Govt. Department/ Organization /PSUs /Institution etc. of India or [country of the bidder] and World Bank , where I /We had provided service 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: _____



Signature :-
 Subject : CN=Rajesh Chauhan, OID.2.5.4.45=#0321006E8A23ED69471FD6D423783804
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SECTION-IV**COMPOSITE BANK GUARANTEE FORM****COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT
AND PERFORMANCE GUARANTEE BOND, BY THE BANK**

This Bank guarantee executed on thisday of 2017by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favor of the Chairman- cum-Managing Director, National Seeds Corporation Ltd., BeejBhawan, Pusa Complex, New Delhi-110012 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the service provider) which expression shall include his successors and assigns.

“WHEREAS under the scope of work for Potential Study, Design and Detail Project Report Preparation of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH etc. under this Corporation’s work order NO.....dated placed with the service provider, service provider has warranted about the completion of work as per the scope of work under the Corporation’s order’.

OR

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

AND WHEREAS under the terms of the contract the Corporation is entitled to retain performance security as per clause no..... of section till 3 months after the specified period in the tender document.

AND WHEREAS the service provider is desirous of getting the said retained performance security from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee bond backed by the Bank.

AND WHEREAS the bank agreed to give the bank guarantee in lieu of the retained performance security and be guarantor for the composite guarantee bond.

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

1. If the service provider commits any breach of any of the terms and conditions of the contract or of the work order and the Corporation declares that the Service provider 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 Service provider.
2. The Service provider warrants that the work completed under this contract/order are complete in accordance to the Scope of Work ordered and in full conformity of the contract/order scope and DPR or samples, if any, and shall operate properly.
3. The bank further agrees that the Corporation shall be the sole judge of as to whether the said service provider has committed any breach or breaches of the terms and condition of tender 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

Signature :-
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decision of the Corporation that the service rovider has committed such breach or has not fulfilled the conditions shall be final and binding on the service provider and the bank.

4. The bank further understand that it shall not be necessary for the Corporation to proceed against the service provider 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.
5. 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 service provider or the bank shall not discharge the liability of the bank herein.
6. 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 6 months** from the date of execution of this Bank guarantee or till 3 months after the expiry of warranty period. 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.



Signature :-
Subject : CN=Rajesh Chauhan, OID.2.5.4.45=#0321006E8A23ED69471FD6D423783804
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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 BeejBhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the 'service provider' 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 Potential Study, Design and Detail Project Report Prepration of 0.75 TPH BRIQUETTE MAKING UNIT INTEGRATED WITH BIOMASS BASED SYSTEM FOR POWER GENERATION OF 0.5 MW to be installed at CSF SURATGARH invited offers vide Tender No..... its own behalf (hereinafter called the 'Corporation')

AND WHEREAS the service provider submitted their tender No.....and upon consideration of the tender and after due deliberations/procedures , the Corporation placed Work Order NO.....dated..... with service provider, for the Scope of work as specified in the tender document in schedule of this agreement and in Work order no..... dated.....

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

Settlement of Disputes:

All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration by single arbitrator to be appointed by the Chairman-cum-Managing Director (CMD) of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. As per the Arbitration & Concillation act 1996 as amended from time to time. The venue of arbitration shall be at New Delhi. The arbitration proceeding will be conducted in English Language. The court of law at the New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that 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.

Signature :-
 Date :-
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 ID.2.5.4.17=110012, O=National Seeds Corporation Ltd, C=IN
 User ID : rajesh.chauhan
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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 service provider

For an on behalf of
theNationalSeedsCorporation Ltd.,
BeejBhawan, Pusa Complex, New Delhi - 12

Witness

Witness

1.

1.

2.

2.

3.

3.



Signature :-
Subject : CN=Rajesh Chauhan, OID.2.5.4.45=#0321006E8A23ED69471FD6D423783804
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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 coeproation and the first party, proposes to procure goods / services through tender no. hereinafter referred to as service , of the first part is a CPSE under Ministry of Agriculture and Farmers Welfare, 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 service. 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 a like, 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:-

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a319a90c99925110840c758a0115c00dd03b14098e33cbbd5f75, ST=Delhi, O
ID.2.5.4.17=110012, O=National Seeds Corporation Ltd, C=IN
User ID : rajesh.chauhan
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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 Buyer 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.



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 ID.2.5.4.17=110012, O=National Seeds Corporation Ltd, C=IN
 User ID : rajesh.chauhan
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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.

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.

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9. Fall Clause:-

9.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems 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 system or sub-system was supplied 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. Arbitration:-

- a. All disputes in relation to the tender, the contract or the interpretation of any of their terms or implementation thereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration by sole arbitrator to be appointed by the Chairman-cum-Managing (CMD) Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment as per the Arbitration & Conciliation act 1996 as amended from time to time. The venue of Arbitration shall be **at New Delhi**. The Arbitration proceeding will be conducted in English Language. The court of law **at the New Delhi/Delhi** alone shall have exclusive jurisdiction in the matter of any disputes whatsoever. The cost of arbitration shall be borne by the claimant initially subject to the final award passed by the arbitrator whereby the arbitrator may direct the unsuccessful party to pay and make good all costs of arbitration incurred by the opposite party.

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 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 as per provision of Arbitration & Conciliation Act 1996 as amended from time to time.

- b. In case the service provider 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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 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

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 User ID : rajesh.chauhan
 Serial No : 210D4E5902011ED4



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.

12. 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. New Delhi.

13. 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.

14. Validity:-

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

14.2 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. _____



Signature :-
Subject : CN=Rajesh Chauhan, OID.2.5.4.45=#0321006E8A23ED69471FD6D423783804
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