

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



CB-113
TENDER DOCUMENT
For
Supply of Poly Pallets (Injection Moulded)

LAST DATE FOR RECEIPT OF TENDER : UP TO 13.00 hrs on 21.08.14
DATE OF OPENING OF TENDER : AT 14.30 hrs. on 21.08.14

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**

PHONE:-91-011-25842550,25840057
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No.PUR: NSC: 2(CB-113- poly pallet):14-15

Dated:30.07.2014

NOTICE INVITING TENDER-CB-113

Sealed tenders are invited from reputed manufacturers/suppliers in prescribed Tender Form for supply of Poly Pallets (Injection moulded)

Qty: - in nos.

Items	Requirement	EMD
Poly Pallets (Injection moulded)	7550 Nos.	2% of tender value

Tender document containing terms and conditions can be obtained from Material Management Section at the address given above on payment of Rs.1000/-(non-refundable) during office hrs. It is also available on NSC website i.e.www.indiaseeds.com and Central Procurement Portal www.eprocure.gov.in . Bidders who download the Tender document from website, shall deposit the cost of tender in shape of Bank Draft in favour of National Seeds Corporation issued from any scheduled bank payable at Delhi/New Delhi along with the bid .

Bid without payment of Tender cost and EMD shall be liable for rejection. MSEs Registered with NSIC 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 furnishing the documentary proof in support of claim along with their request letters.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof.

LAST DATE OF RECEIPT OF BIDS : UP TO 13.00 HR ON 21.08.2014
DATE OF BIDS OPENING : AT 14.30 HR ON 21.08.2014

General Manager (MM)

PART- A

Section-1

INSTRUCTIONS TO TENDERERS

1. The tenderers are advised in their own interest, to carefully read the tender document and understand their purport and unless the tenders specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the tender document.
2. Tender must be submitted in the tender form provided in Section-III of 'Part A' of the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary.
3. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any, should bear the signatures of the person signing the bid along with stamp of the tenderer. Any modification not so signed shall be ignored and the whole tender may be treated as void on this ground.
4. In case the specifications of the offered equipment deviates from the specifications laid down in the tender form, the tenderers should describe as to in what respect and to what extent the equipment offered by them deviates from the specifications, even though the deviations may be minor.
5. The tenderers should enclose with their offers descriptive catalogues, leaflets and engineering drawings supplementing the description and point out any special features/advantages of their item quoted. All the literatures, leaflets engineering drawings etc should be in English or accompanied by English translation in case the language is other than English. This should be adhered to, strictly to enable objective evaluation of offers.
6. Tenderers should also enclose with their offers the test reports from any recognized agency with respect to their item. In case the items do not have any test report, the tenderers may furnish the list of actual users of the product for reference.

7. QUOTATION OF PRICES

Tenderer shall give a final and net per unit price free from all escalations. Request for change 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 location -wise as indicated in the Section-II of 'Part B' i.e. Dispatch Destination and should be given strictly in the manner as indicated in the Annexure 'C' of Section-III of Part 'A' of the tender document.

10. Printed Terms & Conditions of Tendering Firm.

Printed terms & conditions of the bids 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 and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms & conditions of the tendering firms have been rejected by the Corporation.

11. **Earnest Money**

Tenderers are required **to deposit requisite amount of EMD as mentioned in NIT** with the Corporation in any of the following manner;

- a) By means of Demand Draft drawn on Scheduled Bank payable at New Delhi / Delhi in favour of the NSC Ltd. **CHEQUE WILL NOT BE ACCEPTED.**

EMD shall be kept in the envelop containing in the Technical bids.

- b) Exemption of earnest money deposit for Indian manufactures which are registered with NSIC under single points registration scheme, Indian manufacturers/suppliers who are Micro Small Medium Enterprises (MSME) units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided photo copy 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 upto 30th June, 1981 only.

12. **Submission of tender**

The tender should be prepared in two sealed envelopes containing 'Technical Bid' and 'Price Bid'. The envelopes should be super scribed respectively as 'Technical Bid' and 'Price Bid' and shall indicate name and address of the bidder and addressed to the purchaser. The technical and financial information should be strictly as per the format given in annexure 'A', 'B', 'C', 'D' and 'E' in Section III of Part 'A' of tender document. The above mentioned two envelopes be then placed in an envelope and sealed. Outer envelope shall be super scribed as **"Tender for Supply of PolyPallets"**. Outer envelope shall be addressed to the Purchasers and shall also contain address of the bidder to enable the bid to be returned unopened, in case it is received late.

13. **Opening of Tender:**

The tenderers or their authorized representatives may attend at the time of opening of the tender, if they so desire. The envelope containing the **'Technical Bids'** shall only be opened on the day of opening of tender. The **'Price Bid'** shall be opened subsequently at an appointed date and time which shall be intimated to the tenderers.

14. **Agreement:**

The successful tenderer shall, within 15 days of having been called upon by notice to do so, be bound to execute a formal agreement as per the format given in Section-V of Part 'A' of the tender document, wherever the value of item ordered is more than Rs.1,00,000.00 (Rupees One Lakh). The terms & conditions contained in Section-II of Part 'A' of the tender document will construe to be part of the agreement. Any variation in the terms & conditions as may be suggested by the tenderer and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement should not be less than Rs.100/- which shall be borne by the successful tenderer.

15 Refund of Earnest Money:

Unsuccessful Tenderers

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

Successful Tenderers

After the successful tenderers have completed formalities as stated in Clause-3, Section-II Part 'A' the earnest money deposit shall be refunded to him.

16. Forfeiture of Earnest Money:

In the event of a tenderer, whose tender is received within time, withdraws his tender before the receipt of the official decision or a tenderer whose tender has been accepted fails to (i) execute the contract (ii) furnish Security-cum-Performance Guarantee Bond or Security Money after such acceptance is made known to him, the earnest money deposited by such tenderer shall be forfeited and in the later case the acceptance of the tender shall also be revoked.

17. Validity of Offers

The tenderers 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 should remain open for acceptance till the next working day. Tenders with shorter validity, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

18. The Indian agents bidding on behalf of any Foreign Company should be registered with DGS&D and the proof of registration should be furnished with offer. The offer will not be accepted, if proof is not furnished.

19. One agent cannot represent two different foreign suppliers or quote on their behalf in a particular tender.

20. Repeat Order: The validity of the tender shall be extended to a period of six months from the date of placing initial order and it shall be open to the Corporation to place repeat order with the supplier on the same rates and terms and conditions for quantities not more than 50% of the quantity in the initial purchase order, required during of six months

period. The qty can be purchased more than 50% of initial Purchase order with the consent of supplier.

21. All the disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to settlement of disputes included in Section-II of Part 'A' of tender document (General terms and conditions of the Contract).
22. Bid not containing, cost of tender form, requisite amount of EMD, all required information with supporting documents is liable for rejection.
23. **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.
24. **Price 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. **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 part "A" of the Tender Document.

(Duly signed with stamp on each & every page of Section I i.e. "Instruction to Tenderer" to be placed in the envelopes marked "Technical & Price Bid")

SECTION-II

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Transfer and subletting

The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly, in full or any part thereof without the previous written permission of the Corporation.

2. Indemnity

The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said equipment for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, he shall notify the supplier of the same and the supplier shall be at liberty, but at his own expense, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the even of the Corporation becoming liable to pay any amount on any aforesaid account, the supplier shall make good the amount so payable and the expense incurred in that behalf.

3. Security deposit & performance guarantee.

The supplier shall within 15 days from the date of issue of purchase order furnish security deposit with the Corporation to the extent of 10% of the contract value towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in any of the following manner.

a) By means of demand draft of any scheduled Bank payable in New Delhi/Delhi in favour of National Seeds Corporation Ltd. The details of bank draft shall be informed in writing.

OR

b) By means of Bank Guarantee as per prescribed proforma enclosed under Section-IV of Part-‘A’ of the tender document issued by any Scheduled Bank at Delhi/New Delhi only. The bank guarantee should be accompanied by a forwarding letter by the Bank on their letter head. The Bank Guarantee shall be kept valid up to 18 months from the date of issue.

OR

c) In case of Order executed but non submission of Security Deposit, the same will be deducted from first 90% payment without taking consent from supplier and later on Bank guarantee will not be acceptable.

4. DELIVERY

The supplier shall undertake to complete the supply of Poly Pallets within 75 days from the date of placing of the order. No extension of delivery period beyond 75 days from the firm order or letter of indent shall be allowed to suppliers. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers unless otherwise specifically mentioned in the purchase order. The date of issue of GR by consignee unit for date of receipt shall be construed as date of receipt of the item for the purpose of calculating delivery period.

Place of Delivery: Place of delivery as per section II of Part "B"

5. INSPECTION & TESTING OF SAMPE

The supplier shall give at least 10 days to the Corporation/Purchaser that the supplier is in a position to offer inspection of the Poly Pallets. The Corporation/Purchaser or his authorized nominee may carry out inspection at the supplier's works. The expenditure incurred on inspection such as TA&DA shall be borne by the Corporation. However, the supplier shall provide at its own cost all material, equipment, tools, labour and other facilities for carrying out inspection, test or examination which the Corporation/Purchaser or his nominee may consider necessary. In case supplier gives a notice and fails to offer the equipment for inspection on the date fixed for inspection, the expenditure incurred on TA&DA shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension in time of delivery.

Inspection committee shall conduct the inspection and draw the sample from 100% qty offered by the supplier. Five samples per thousand shall be drawn by the committee and one pallet out of the sample so drawn shall be sent for testing to the laboratory by the Corporation for the purpose of verifying the quality of poly pallet as per respective IS testing standard. Another one sample shall be retained by the corporation as guard sample. Other three samples shall be returned by the committee to the supplier. **Pallets will be cleared for dispatch from the works of the supplier by the committee after the sample is found meeting the standard during laboratory test. The committee shall sign on the pallets along with date and that date shall be treated as the date of clearance for dispatch.** The sample shall be got tested from designated laboratory at the Cost of NSC and can be got tested even on urgent basis on the request of supplier and difference of testing charges will be borne by the supplier. **The time required for testing of samples will be excluded from the delivery period for supply of poly pallets(From the date on sample drawn to date of receipt of the clearance for dispatch by the supplier)**

Inspection of the Polly Pallets will be carried out both at the premises of the supplier and at the receiving unit. While sampling for testing shall be done by committee at the supplier's end, the receiving unit shall inspect to assure that the pallets inspected and marked by the committee have been received in good condition. Such poly pallets which are approved at the time of inspections at the manufacturing unit and the destination will only be accepted. The rejected Polly Pallets by the consignee at the time of taking delivery will also having to the replaced by the supplier within 15 days from the date of issue of letter from the consignee failing which the Polly pallets will be purchased at the risk of supplier and NSC will be entitled to make risk purchase without any further reference to supplier.

6. REMOVAL OF DEFECTS

If upon inspection, any defects of whatsoever nature, are pointed out by the Corporation/ Purchaser or his nominee, it shall be the duty of the supplier to rectify the same as far as they are within the specifications mentioned in the supply order or replace within 2 weeks from the date of communication of defects. The date of receipt after removal of defects will be construed as date of receipt for the purpose of calculating delivery period for the purpose of Clause-4 of Section-II of Part 'A'.

7. PACKING

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

8. MARKING

The supplier shall comply with the requirements of Indian Acts relating to Merchandise and rules made there under as to marking of all the goods supplied. Each Poly pallet (Injection Moulded) marked with MONO of NSC-14 and every successful supplier will put up its stamp or short name & Manufacturing year so as ensure identity.

9. INSURANCE

The supplier shall dispatch all the consignments duly insured for all transit risks according to the dispatch instructions given by the Corporation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the supplier as under:

- a) Comprehensive transit risks insurance shall be arranged by the supplier commencing from their works to the warehouse of the Corporation/Purchaser.
- b) The supplier is responsible to give safe delivery at FOR site as per Section-II of Part 'B' of the tender document. For any loss/damages etc. during transit, the supplier shall have to ensure that there is no loss to the corporation.

10. SALES TAX/VAT

Where sales tax/VAT is claimed and provided as payable in the supply orders, payment of the same will not be made unless the following certificate is given along with the bill.

“Certified that sales tax /VAT claimed in this bill is legally payable by purchaser and has been paid/will be paid by us to the sales tax authorities. Our CST & ST/VAT registration nos. are _____.

11. WARRANTY

- (i) The supplier shall warrant that goods to be supplied under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally

- accepted standards for materials of the type of equipment ordered and in full conformity with the contract specifications and drawings or samples, if any, and shall operate properly and satisfactorily.
- (ii) Supplier shall provide guarantee for the satisfactory performance of the item in accordance with the specifications and norms fixed by the Corporation for minimum period of 18 months from the date of receipt of item at site.
 - (iii) The supplier's responsibility in respect of any complaints, defects or claims shall be limited to supply or replacement of item free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the item provided defects are brought to the notice of the supplier within 3 months of their being first discovered during the warranty period and in no case after one month from the date of expiry of warranty period.
 - (iv) The supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation/ Purchaser free of cost at the ultimate destination or at any other place or at the option of the Corporation/Purchaser. The supplier shall pay to the Corporation/Purchaser the value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.
 - (v) All replacements and repairs that the Corporation/Purchaser shall call upon, the supplier to deliver or perform under this warranty, shall be delivered or performed by the supplier within 60 days (promptly and satisfactorily) failing which the performance guarantee bonds shall be extended by the supplier till such time all the claims are settled to the satisfaction of the purchaser. If the supplier desires to take over the defective parts, it shall be done within 1 month from the date of replacement. Thereafter, purchaser shall not be responsible to keep the defective parts.
 - (vi) The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Corporation/Purchaser or on his behalf in any way without informing the supplier in advance. If, however, any such repair does not affect the strength, performance or reliability, the warranty shall continue to apply. Any defect caused to any party due to misuse, negligence or accident will not be covered by warranty.

12. LIQUIDATED DAMAGES

Time of delivery stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/Purchaser, the supplier hereby agrees that the Corporation/Purchaser shall suffer damages at the rate of 2% for each week or part thereof by which delivery is delayed subject to maximum of 10% and it shall be deemed to be the actual damage suffered by the Corporation/Purchaser. The supplier undertakes that if it fails to have the pallets/equipment delivered at site by the time specified in the order for supply, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation may withhold any payment due to the supplier until the whole of the items have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above.

c) DEFAULT AND RISK PURHCASE

- (i) Should the supplier fail to have the store ready for delivery as aforesaid, or should it be supplier in any manner or otherwise fail to perform the contract or should it have receiving order made against it or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of the Chief Executive, to declare the contract at end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expense, losses or damages which the Corporation/Purchaser may be put to incur or sustain by reason of, or in connection with supplier's default.
- (ii) 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, they may procure upon such terms and in such manner as they deem appropriate, supplies or services similar to those so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

14. Penalty for Supply of Inferior quality of Poly pallets :-

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

Deviation	Penalty (%)
(-) 5 to 10 mm	= Nil
(-) 10 to 15mm	= 1.0
(-) 15 to 20mm	= 1.5
(-) 20mm	= 2.0

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

Variation (%)	Penalty (%)
Upto 4	Nil
Above 4 & upto 6	1.0

In case the quality of pallets are beyond acceptable limits as indicated above, the pallets will be straight away rejected.

15. TERMS OF PAYMENT

1. All invoices shall be prepared in quadruplicate in favour of National Seeds Corporation Ltd., New Delhi and shall be signed by the Supplier or his authorized agent. Every invoice shall bear a certificate as under;

“material covered by the invoices has been inspected by the supplier before delivery and conforms in every way to the contract specifications and is packed in accordance with the contract requirements and further that no invoice has been preferred previously in respect of the articles charged in the particular invoice”.

The invoices shall be sent in duplicate to concerned consignees and two copies to NSC New Delhi.

2. Without prejudice to Clause 10 of Section-II of Part ‘A’ of the tender document, on receipt of intimation from the supplier that goods are ready for delivery, NSC shall arrange inspection of the goods. Upon approval of the goods, the supplier shall dispatch the goods. 90% of the invoice value would be paid by NSC on receipt of GR note from destination(s) invoice under certificate of receipt of item in good condition, inspection report of the inspecting team and satisfactory testing report of the sample from testing lab. etc. Small scale ancillary unit having single point registration certificate issued by MSME's registered with NSIC shall be paid 95% of the invoice value through RTGS after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc. on pro-rata basis or as decided by the Corpn. The supplier 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 "A" Section III.
3. Balanced 10% or 5% of the invoice value, as may be applicable shall be paid after confirmation by the local committee of respective receiving unit for having received the material as inspected during pre-delivery inspection and satisfactory execution of supply of the Purchase Order.

16. SETTLEMENT OF DISPUTES

All disputes or difference in relation to the contract or the interpretation of any of its terms of implementation thereof or arising out of the or concerned directly or indirectly with the contract shall be referred to the Arbitration of a single Arbitrator to be appointed by the Chairman-cum-Managing Director of the Corporation and in the absence of CMD, highest Executive officer of the Corporation shall make such appointment. The venue of Arbitration shall be New Delhi/Delhi. If for any reason the matter has to be referred to a Court of Law, the Court of Law at New Delhi/Delhi or the Court of Law having its jurisdiction at New Delhi/Delhi only shall have jurisdiction in this matter. The arbitrator(s) shall have power with the consent of the parties to extend the time for making and publishing their award.

17 **Refund of Security Deposit:**

The Security Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the supplier's performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

18. **CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the supplier, his agents or representatives or anyone on their behalf to any employee, 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 laws in force, subject the supplier's 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 Clause No.13 'DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amounts so payable from any money otherwise due to the supplier under this or any other contract.

19. **It is understood and agreed by the supplier that the prices charged for equipment / supplies under the contract shall under no circumstances exceed the lowest price at which the supplier sell the equipment of identical specification to any other state /central Govt / public Sector undertaking during the period of the contract .**

SECTION-III

TENDER FORM

TO

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

Sub: Tender No. _____ for supply of _____

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 except to the extent specified by me/us in the attached sheet marked 'A'.
- 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 also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on mutually accepted rates, terms and conditions for any additional quantities likely to be required during this period.
- iv) I/We offer to supply the equipment as detailed below in the schedule attached herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 75 days from the date of placing of order.
- v) Bank Draft No. _____ dated _____ for Rs. _____ (Rupees _____) drawn in the Name of National Seeds Corporation Ltd., New Delhi towards payment of the earnest money, enclosed.

OR

By Bank Guarantee No. _____ for Rs. _____ (Rupees _____) as per proforma given in Section-IV of Part 'A' of the tender documents.

OR

We are Small Scale industry under MSME registered with District Industries Center(Govt. of India) for item _____ under single point registration scheme after _____ (photocopy of the Registration Certificate is enclosed). Our Registration No. is _____

- vi) 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 document/agreement within the stipulated period after acceptance of my/our tender will be known to me/us.

- vii) 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 _____
- viii) 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 hereby agree that any dispute of whatsoever nature that may arise in connection with this tender shall be decided under these agreement clauses.
- ix) 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.
- x) Company profile and equipment profile as per prescribed proforma given in Annexure 'A' & 'B' of Section III of Part 'A' of the tender document is kept in a separate cover marked '**Technical Bid**'. Rates are quoted in the prescribed format given in Annexure 'C' of Section III of Part 'A' of the tender document and is kept in the separate cover marked '**Price Bid**.'
- xi) I/We have read and understand that my/our financial bid shall be opened only if bid found qualified based on technical bid.
- xii) 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 in the separate cover marked '**Technical & Price Bid**.'

(Signature & Stamp of Tenderer)

Place:-----

Name of Authorized Signatory :-----

Date:-----

Address :- -----

Phone No:- -----& Mobile No-----

SEAL

NATIONAL SEEDS CORPORATION LTD.
SECTION - III

Annexure-A

(To be submitted to NSC in the envelope marked 'Technical & Commercial Bid')

FORM FOR TECHNICAL BID

To

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

FROM

Sir,

Profile of our Company is as under:

1.1. Constitution or legal status of Bidder (Attach Copy)

- ❖ Place of registration: _____
- ❖ Principal place of business: _____
- ❖ Power of attorney of signatory of Bid (Attach)

1.2 Work performed as prime supplier on works of a similar nature over the last three years.

Year	Name & Address of Purchaser	Description of Machine	Purchase Order No. & Date	Value (Rs.in lakhs)	Stipulated period of Completion	Actual date of Completion	Remarks explaining reasons for delay and work completed.
1	2	3	4	5	6	7	8

- Attach copies of Purchase Orders and proof of completion.

1.3 Information of Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(a) Existing commitments and on-going works:

Machine	Place and State	Contract No. & Date	Name & Address of Purchase	Value of Contract (Rs.)	Stipulated period of completion	Value of order yet to be completed	Anticipated date of Completion
1	2	3	4	5	6	7	8

(b) Past works for which bids already submitted.

Description of machine	Place and State	Tender No. & Date	Name & Address of Purchaser	Stipulated period of completion	Date when decision is expected	Remarks, if any.
1	2	3	4	5	6	7

- Attach supporting documents.

(c) Capabilities with respect to personnel, equipment and manufacturing facilities

1.3.1 Availability of infrastructure.

Name of the Building	Size (Sq.Mtr.)	Type of Structure
1	2	3

1.3.2 Availability of Equipment.

Item of Equipment	Available No. & Capacity	Owned/leased/to be procured	Nos/Capacity	Age/Condition	Remarks (From whom to be purchased)
1	2	3	4	5	6

1.3.3 Availability of Personnel

Type of Employee	No.	Qualification	Experience
1	2	3	4

1.4 Qualification and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

Position	Name	Qualification	Years of Experience (general)	Years of experience in the proposed position.	Contact No.
1	2	3	4	5	6

4. 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. Annual Turnover in last three years should not be less than 3 times of quoted value of offer:

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

5. Registration:

TIN/VAT No.	CST No.

6. Income tax Details:-

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

7. EMD :-

Banker Name	Draft No.	Amount

8. Particular of Banker:-

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

9. MSME registration details (NSIC registered unit):

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

10. 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

11. 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 -D.

12. An affidavit on Rs 100 non judicial stamp paper that Price Charged for stores /Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of

identical description to any Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure -E.

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

14. Authorization for

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,

Signature: -----

Place: -

Date:-.

Name Of Authorized Signatory: - -----

Complete Mail Address: -----

Phone No.: -----

M. No. :- -----

E-mail Address: -----

Seal:

SECTION-III

(To be submitted to NSC in the Envelope marked 'Technical Bid')

**(FORM FOR TECHNICAL BID)
(EQUIPMENT PROFILE)**

To

From

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

.....
.....

Sir,

TECHNICAL SPECIFICATION OF OUR PRODUCT AS UNDER:

NAME OF ITEM

DIMENSION OF A POLY PALLET :-

SPECIFICATION (Complete with details):-

MATERIAL OF CONSTRUCTION :-

CONSTRUCTIONAL DRAWINGS , LEAF LET, ISOMATRIC & PLAN VIEWS OF
PALLETS , OTHER DETAILS, IF ANY

SIGNATURE & STAMP OF TENDERER

Enclosures:

Place:-----

Name of Authorized Signatory :-----

Date:-----

Address :- -----

Phone No:- -----& Mobile No-----

SEAL

SECTION-III-**(It is to be submitted to NSC in the envelope marked 'PRICE BID')****FORMAT FOR PRICE BID**

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

From _____

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. ----- for the item namely _____ for qty (in Nos) ----- . Our destination wise rates for the aforesaid item & Qty according to your Specification , Terms & Conditions are as under:

S.No.	Dispatch Destinations	F.O.R Unit Price (in Rs.)	Quantity (No.)	Amount (In Rs.)
(Rates are FOR destinations)				
Sales tax & Excise duty		The price quoted above is inclusive of Central and State sales tax, excise duty and all other taxes levied or may be levied in future with submission of Form 'C' or any other similar form prescribed under any relevant act in force and also cost of packing, handling, local transport loading, unloading and insurance charges etc.		
Octroi		Wherever applicable shall be paid extra by NSC on actual basis		

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 stores of the same nature to the other purchasers.

 Signature of tenderer
 with stamp

Place:-----

Name of Authorized Signatory :-----

Date:-----

Address :- -----

Phone No:- -----& Mobile No-----

SEAL

Note: Loading and un-loading will be borne by supplier and rates are F.O.R. sites including all taxes

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 if proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous year.
7. Copy of VAT/TIN & CST Registration No.
8. Business performance certificate from customers for quality and timely supply 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. MSME registered with NSIC Certificate with proper validity for item of rate offered.
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 goods to Govt. / Sami Govt. Organizations.
15. Balance Sheet for last Three years.
17. Annual Turn Over of the firm should not be less than Three times of quoted value of the Offer.
18. Evidence of access to financial resources.

Note: - In absence of any above document, tender may be consider for rejection. To be submitted to NSC in the envelope marked "Technical & Commercial Bid"

NATIONAL SEEDS CORPORATION LTD.

SECTION - III

Annexure-D

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declaring that my firm/Company has not been debarred/black-listed by any of the Govt. Department/Govt. Agencies where I had supplied the goods during the last _____ years and no arbitration case pending in NSC office.

Signature of Authorized signatory

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

NATIONAL SEEDS CORPORATION LTD.

SECTION - III

Annexure-E

Affidavit Certificate

I _____ (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 goods given to government and semi government organizations.

Signature of Authorized Signatory

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

SECTION-IV

COMPOSITE BANK GUARANTEE FORM IN LIEU OF SECURITY DEPOSIT AND PERFORMANCE GUARANTEE BOND BY THE BANK

This Bank guarantee executed on thisday of 2006by Bank (hereinafter called the Bank) which expression shall include wherever permissible its successors and assigns in favour of the Chairman- cum-Managing Director, National Seeds Corporation Ltd., Beej Bhawan, Pusa Complex, New Delhi-12 hereinafter called the Corporation which expression includes its successors and assigns at the request of M/s.....(hereinafter called the supplier) which expression shall include his successors and assigns.

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

OR

“WHEREAS under the terms of the contract for the supply of equipment etc. under this Corporation’s Agreement No.....dated..... entered into between the Corporation and the suppliers, suppliers had warranted about the specifications and performance of the equipment under the contract’.

AND WHEREAS under the terms of the contract the Corporation is entitled to retain 10% of the price of the equipment till 3 months after the period the warranty expires.

AND WHEREAS the supplier is desirous of getting the said 10% price from the Corporation and has agreed to furnish a Bank guarantee in lieu thereof and has undertaken to execute performance guarantee bond backed by the Bank.

AND WHEREAS the bank agreed to give the bank guarantee in lieu of the 10% price and be guarantor for the performance guarantee bond.

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

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the supply order and the Corporation declares that the Supplier has become liable to forfeiture of the security or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand and without demure the amount of security money stated above without making any reference to the Supplier.
2. The Supplier has warranted to the Corporation as follows.
 - i) The supplier warrants that the goods supplied under this contract/order are free from all defects and faults in material, workmanship and manufacture and are of the highest grade and consistency in the established and generally accepted standards in materials of the type of equipment ordered and in full conformity of the contract/order specifications and drawings or samples, if any, and shall operate properly.
 - ii) The supplier warrants that the equipment shall perform satisfactorily in accordance with the specifications and the norms fixed by the Corporation for a minimum period of 12 calendar

- months from the date of commissioning of equipment or 18 months from the date of receipt at the site whichever is earlier.
- iii) The supplier's warranty in respect of any complaints, defects and/or claims limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to/or arise from faulty workmanship or material or design in the manufacture of the equipment, provided defects are brought to the notice of the supplier within 3 months of their being first discovered during the warranty period and in no case after one month from the date of expiry of aforesaid warranty period. The warranty period for replaced parts will extend to 12 months from the date of replacement as envisaged by the warranty clause in this agreement/ order in respect of original supply.
 - iv) The supplier shall, if required, replace or repair the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at the option of the Corporation, the supplier shall pay to the purchaser value thereof at the contract/order price and such other expenditure and damages as may arise by reasons of any breach of the condition specified in the contract/order.
 - v) All replacement and repairs that the Corporation shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier as quickly as possible but in no case later than one month failing which the performance guarantee bond shall be extended till such time all claims are settled to the entire satisfaction of the Corporation.
 - vi) The warranty of the supplier shall not apply to any material which would have been repaired or altered by the Corporation or on its behalf in any manner without informing the supplier in advance, if however, any such repair does not affect the strength performance or reliability the warranty shall continue to apply. Any defect caused to any part due to misuse, negligence or accident will not be covered by warranty.
3. If the supplier commits any breach of the terms relating to warranty and the supplier becomes liable to the forfeiture of the 10% of the bank guarantee or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantees to pay to the Corporation on demand without demur and amount of bank guarantee stated above, without making a reference to the supplier.
 4. The bank further agrees that the Corporation shall be the sole judge of as to whether the said supplier has committed any breach or breaches of the terms of warranty and the extent of loss, damage costs, charges and expenses caused to or may be suffered by or that may be caused to or may be suffered by the Corporation on account thereof and the decision of the Corporation that the supplier has committed such breach or has not fulfilled the conditions of warranty shall be final and binding on the supplier and the bank.
 5. The bank further understand that it shall not be necessary for the Corporation to proceed against the supplier before demanding the aforesaid amount of bank guarantee from the bank or taking any proceeding against the bank and the guarantee herein contained shall be enforceable against the bank.
 6. The bank undertakes not to revoke the guarantee except with the prior consent of the Corporation in writing and agree that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank herein.
 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 21 months from the date of execution of this Bank guarantee or till 3 months after the expiry of warranty 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.

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 Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (hereinafter called the 'Supplier' which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the 'Corporation' with the intention of purchasing seed processing equipmentary and related equipment invited offers vide Tender No..... its own behalf (hereinafter called the 'Purchaser')

AND WHEREAS the supplier submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Purchase Order NO.....dated..... with supplier, for the supplies of equipment as per specifications, quantities and number mentioned in schedule of this agreement and in purchase order no..... dated.....

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

The supplier hereby agrees to supply and purchaser hereby agrees to purchase No. of equipments and equipments with specifications and details as mentioned in Purchase Order.

Settlement of Disputes

_____All disputes and or differences in relation the tender, the contract of the interpretation of any of their terms of implementation hereof or arising our of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman cum Managing Director of the Corporation and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The arbitrator shall have power to enlarge time for making and publishing the award with the consent of the parties. The parties will have no objection to the appointment of the Arbitrator on the ground that the such arbitrator had dealt with the matter at any earlier stage. If the claims involved in a dispute are of more than Rs.1.00 lakh, the arbitrator shall make a speaking award.

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

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

For and on behalf of the supplier

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

Witness

- 1.
- 2.
- 3.

Witness

- 1.
- 2.
- 3.

SECTION - VI

Pre-Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT

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

General:-

1. Whereas National Seeds Corporation Limited represented by hereinafter referred to as the Buyer 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 Buyer 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 Buyer

3. The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, 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 Buyer 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 Buyer 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 Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer 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 Buyer 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 Buyer, 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 Buyer 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 Buyer 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 Buyer 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 Buyer 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 Buyer 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 Buyer and the Buyer 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 Buyer, 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 Buyer 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 Buyer, 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 Buyer.

(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 Buyer, or alternatively, if any close relative of an officer of the Buyer 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 Buyer 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 Buyer, and if he does so, the Buyer 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 Buyer resulting from such rescission and the Buyer 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 Buyer with the Bidder, the same shall not be opened.

8.2 The decision of the Buyer 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 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 Buyer, if the contract has already been concluded.

9.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer 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 Buyer 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 Buyer i.e. New Delhi.

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 _____ .

BUYER BIDDER

CHIEF EXECUTIVE OFFICER
Company Name

Witness

1. _____

1. _____

2. _____

2. _____

PART- B

SECTION-1

TECHNICAL SPECIFICATIONS

Item Name:-POLY PALLETS (Injection Moulded) Colour Blue /Grey /Black.

Description:-Single Shot (Injection molded) Elegant design with no adhesive part. Highly durable design to minimize damage at work.

Specifications:-

Item	Poly Pallets (Injection Moulded)
Description	Single Shot (Injection Moulded)
Product Size :	1200 mm (L) X 1000 mm (W) X 160 mm (H) (Tolerance +/- 10 mm).
Weight of the Pallet:	16 kg +/- 4 % (But not less than 15.36 kg). + weight acceptable
Type:	Single Face and 4 way entry
Surface Type :	Perforated Top
Material :	HDPE/Polypropylene
Static Load	4Tonne +/- 4% (unified load) As per IS 6219:1989
Dynamic Load	Moving by Fork Lifter, Hand Lifter – 1 MT +/- 4% (Unified Load) As per IS 6219:1989.
Compression Strength :	13.5MTs. +2% as per IS 7028 part (VI)
Sample for testing :	One Sample from the lot of 1000 poly pallets

SECTION-II
DISPETCH DESTINATION

	Region	Location	Qty required
1	Jaipur	Chittorgarh	300
2	Bhopal	Govindpura	100
		Niwari	100
		Indore	150
		Himmatnagar	150
		Godhra	200
		Total	700
3	Chandigarh	Karnal	650
		Bhatinda	150
		Hissar	150
		CSF Hissar	600
		Jalandhar	50
		Total	1600
4	Secunderabad	Warrangal	100
		Nandyal	100
		Total	200
5	Chennai	Coimbatore	500
		Palakad	300
		Trichy	250
		Madurai	200
		Chennai	200
		Total	1450
6	Lucknow	Etawah	200
		kanpur	200
		Shahjahanpur	500
		bareilly	100
		Meerut	200
		Varanasi	100
		Gorakhpur	200
		Total	1500
7	Pune	Jalgaon	500
		Aurangabad	200
		Amravati	300
		Total	1000
8	Bangalore	CSF Raichur	800
Grand Total			7550