

# **NATIONAL SEEDS CORPORATION LIMITED**

(A Government of India Undertaking)  
569/153, Barigawan, Near Piccadilly Hotel,  
Kanpur Road, Lucknow-226012  
Uttar Pradesh  
CIN: U74899DL1963GOI003913



## **COMPETITIVE BIDDING**

### **FINANCIAL BID DOCUMENT FOR SUPPLY OF FODDER SEED**

**To be offered by NSC registered producer supplier**

**LAST DATE&TIME FOR RECEIPT:  
OF BIDS**

**UPTO 15.00 HR ON  
19.09.2018**

**DATE & TIME OF OPENING:  
OF BIDS**

**AT 16:00 HR ON 19.09.2018**

**Contact details:  
0522-2421826, 2421832**

**0172214388,**

# **National Seeds Corporation Limited**

(A Government of India Undertaking)

RO: 569/153, Barigawan, Near Piccadilly Hotel,  
Kanpur Road, Lucknow-226012

Uttar Pradesh

Phone No. 0522-2421826,2421832 . Email: rm.lucknow@indiaseeds.com

No.III (Outsourcing)/NSC/LKO/18-19

Dated: 14.09.2018

## **E- SHORT TERM TENDER NOTICE**

E- Financial Bids are invited only from **RPS (Registered Producer Suppliers) with National Seeds Corporation Ltd.** for purchase of fodder seed. The Bidder has to register and submit e-Bid through our website <https://indiaseeds.eproc.in>. along with cost of tender documents of ₹ 590/- (Including GST). Interested parties are requested to submit their offers up to 15.00 hrs on 19.09.2018 and the same shall be opened on same day at R.O. Lucknow at 16.00 hrs on 19.09.2018 in the presence of bidders, if any. The tender documents/terms and conditions can also be seen and downloaded from our website [www.indiaseeds.com](http://www.indiaseeds.com) and CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). NSC reserve the right to accept or reject any or all tenders without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website.

**Regional Manager**

# **PART-A**

# **NATIONAL SEEDS CORPORATION LTD.**

## **SECTION - I**

### **INSTRUCTIONS TO BIDDER – ONLINE MODE**

#### **DEFINITIONS:**

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

#### **1. ACCESSING / PURCHASING OF BID DOCUMENTS :**

- 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](http://www.cca.gov.in) ) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC’s. DSC Procurement request may be sent to [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com) for more details during NSCL working days, contact no. 07291981137 / 07291981138
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. **3416/-** inclusive of all taxes through **online** mode. Validity of Registration is 1 year.
- After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail ([nsclsupport@c1india.com](mailto:nsclsupport@c1india.com)) intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & gazette holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document online through NEFT/RTGS after generating E-challan from <https://indiaseeds.eproc.in>.
- To participate in bidding, bidders have to pay Tender Processing Fee of ` **570/-** inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support PH: **0124-4302033/36/37, [nsclsupport@c1india.com](mailto:nsclsupport@c1india.com)**.

**1. ELIGIBILITY CRITERIA: -Financial Bidders (RPS) who are interested to supply 100% QTY. OF THE OFFERED CROP are eligible for participation in the Financial Bid.**

**2. EMD:** The tender shall be accompanied with interest free earnest money deposit (EMD) of Rs-5, 00,000/- (Five Lakhs). EMD shall be remitted in the form of RTGS/NEFT in favour of “**National Seeds Corporation Ltd. Lucknow**”. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful bidders will be returned within 30 days from tender opening.

**3. QUOTATION OF PRICES: - Bidder** shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the bidders are required to quote their rate items-wise & unit wise as indicated in Price Bid Table.

- The rates should be quoted for the offered items **on the basis of F.O.R. Destination door delivery inclusive of GST, Packing & Forwarding charges, loading and unloading etc. The Octroi wherever applicable, shall be paid extra by NSC on actual basis. The inspection, Verification and Testing charges will be borne by the supplier.** In case of full truck load/part load F.O.R. Destination will mean delivery at NSC’s Godown at the destination station. And Ex- Godown rates may also be quoted separately inclusive of **GST, Packing & Forwarding charges, loading.**

**4. VALIDITY OF OFFER:** The bidder shall keep their offers open for **acceptance for a period of 90 days from the date of opening of the financial bid.** In case the last date happens to a holiday; offers shall remain open for acceptance till the next working day. Bidders with shorter validity period, subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected.

**5. AWARD CRITERIA:** -Subject to Clause NO. 5A, the purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

**5A. PURCHASER’S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:** -The Purchaser/ Corporation reserve the right at the time of award of contract to increase or decrease the quantity of goods specified in the schedule of requirements without any change in price or other terms & conditions.

**6. PURCHASER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: -** The Purchaser/Corporation reserves the right to accept or reject any tender and all tenders any time prior to award of contract, without thereby, incurring any liability to the affected

bidder or bidders or any obligation to inform the affected tenders of the grounds for the purchaser's action.

**7. 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 bidder) only.

**8. SPLITTING OF ORDERS:** - The Purchaser /Corporation may decide to split the order among two or more bidders according to exigencies of the cases at L-1 rate.

**9. REPEAT ORDER:** - The validity of the bid shall be extended to a period of **90 days from the date of placing initial order** and it shall be open to the Purchase /Corporation to place repeat order with the supplier **on the same rates and same terms and conditions** for quantities as per NSC requirement.

#### **10. CONTRACTS:**

**(a) SIGNING OF CONTRACT :-**The successful bidders within 5 days from date of issue the Purchase Order, shall sign and date agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of items ordered is more than Rs. one lakh and furnish it to the purchaser. 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 bidder and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful bidder. However, to expedite execution of the agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

**(b) SECURITY MONEY:** - The Successful bids within 5 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the **Security Money it can be furnished @5 % of the value of the Tender offer or Rs. 10, 00,000/- whichever is more** in shape of Demand Draft/RTGS/NEFT or in form Bank Guarantee, Prescribed Performa for Bank Guarantee is given in Section IV of Bidding Document. EMD will be adjusted in security deposit.

**(c) PRE-CONTRACT INTEGRITY PACT:-**Successful bidders whose supply /work order of value of Rs more than one crore will have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Performa given in Section VI part "B" of the Tender Document.

#### **11. REFUND OF EARNEST MONEY:-**

**(A) Unsuccessful bidders:** In case of unsuccessful tenders who do not withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS and the Corporation will not be responsible for reimbursing to the bidders the Bank's commission for en cashing the same.

**(B) Successful Bidders:**

**(i)** The successful bidders shall deposit the security money within 5 days from the date of issue of purchase order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in clause-iv of Section-II, Part 'B' of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -V of part "B" of the tender document.

**(ii)** After the successful bidders has completed formalities as i.e. Security Deposit/Agreement/Timely supply of Seed etc, the earnest money deposit will be refundable to him/ them. No interest shall be allowed on earnest money.

# **PART-B**

## SECTION-II

### OTHER TERMS AND CONDITIONS

1. e-Bid shall be submitted to NSC in the bidder letter head using the enclosed “offer format” prescribed by NSC for supply of **fodder seed**,
2. Rate shall be quoted in Rs. Per Qtl. On FOR basis for Uttar Pradesh & Uttarakhand and also on Ex- Godown basis for the net final cleaned/graded, tested and packed quantity in supplier packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on taxes etc if any livable shall be entertained by the supplier.
3. The tender shall be accompanied with interest free earnest money deposit (EMD) of Rs-500000 (Five Lakhs only). EMD shall be remitted in the form of RTGS/NEFT in favour of National Seeds Corporation Ltd. Lucknow. EMD is refundable on fulfillment of the supply as per the terms and conditions and within the time schedule. Tenders without the requisite EMD will be rejected. EMD of unsuccessful bidders will be returned within 30 days from tender opening. MSME /NSIC registered suppliers for above commodities are exempted from deposit of EMD upto the monetary limit given in the certificate. Copy of certificate to be enclosed.
4. The suppliers offer shall be valid at least for 90 days. Delivery of the entire quantity offered by the bidder and agreed to by NSC should commence within seven days of final clearance by NSC and should be completed within next ten days of NSC's final confirmation. Failure to deliver the quantity approved by NSC shall entitle NSC to impose penalty 10% of the value of the shortfall in the supply at the rate agreed to. For delayed supplies penalty of Rs. 2/- per day per qtl will be charged.
5. The successful bidder will execute a formal agreement with NSC on non judicial stamp paper of required value for arranging the supply as per the terms and conditions, sign each page of the terms and conditions and submit the same to NSC along-with the security deposit.
6. The Seed shall be processed and packed by the supplier for which the bags are to be provided by the supplier only. The NSC design to be printed on the bags will be provided by NSC as per NSC's requirement. NSC shall have the right to inspect the operations from time to time.
7. NSC may draw representative samples of the final cleaned/graded seed lots offered to NSC by the suppliers and have them analyzed in NSC's quality Control lab, NSC New Delhi or any other lab. Identified by NSC. Only the lot cleared by NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the supply order to ensure that in the event of failure of any lot in QCL there is no shortfall in the supply from the ordered quantity.
8. The Seed stock shall conform to the quality specifications, prescribed in the Minimum Seed Certification Standards 1988 as amended from time to time and shall possess good physical appearance and subjected to NSC's satisfaction with regard to quality, physical & genetical status.
9. Supplier's failure to arrange the supply as per the terms and conditions will entitle NSC to forfeit the EMD and security deposit and Firm will be black listed for future supply.

11. NSC may increase or decrease final requirement from the quantity in the NIT if required; NSC may repeat the order for the additional quantity within three months from the date of Security Deposit remittance.
12. 80% payment will be released through RTGS after receipt of payment from where the seed has been supplied. The RPS has to submit bills along with all the required documents like Dispatch details, acknowledgment receipts as per the terms of EOI on which the RPS has been registered, Quality testing reports of the lots from the Recognized STL and subject to fulfilling the requirements set out in the Terms and Conditions of RPS and balance 20% after 90 days.
13. Supplier has to submit progeny certificate/ Source Certificate (CS/TL) seeds supplied to NSC.
14. NSC can draw samples of the seed lots for QCL Testing. Lifting of seed will be done only against confirm indent. NSC is not bound to lift the Qty. offered by the RPS.
15. The supplier shall, at his cost take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.
16. In the event of any dispute/complaint with reference to the seed quality if the responsibility of the supplier is proved/established he shall bear the loss damage if any sustained by NSC to the relevant extent.
17. Conditional offers shall not be accepted and the bidder shall not impose any additional term/condition.
18. The bidder shall make available to NSC a copy of the release order/certificate issued by SSCA for each lot delivered to NSC.
19. The bidder shall be responsible State Sale tax CST/VAT and income tax liabilities if any. NSC will not carry any tax liability related with the transaction.
20. NSC will not be responsible for the losses incurred to the bidder during Transport or due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
21. Quality control Inspector's of the concerned State may draw the samples of the stocks. In case the stock failed in test results the bidder will be responsible for the consequences of violation of seed act and seed laws and losses caused to NSC.
22. The weight of seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and bidder shall be responsible for the legal consequences of weight and Measurement Department.
23. NSC shall not responsible for fluctuation of the market rate of the ordered seed.
24. The bidder shall be required to supply the seed at agreed rate only. Agreement can be terminated at any time due to non compliance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
25. The disputed parties i.e. black listed and whose EMD has been forfeited by NSC are not eligible to participate in the tender.
26. The Regional Manager, NSC Lucknow reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. The Regional Manager further

reserves the right to award contract/issue the order for supplies to more than one bidder. The terms already signed by the RPS at HO while registration will be the integral part of these conditions.

27. In case of dispute arising out of the contract the party/parties shall have to agree to the decision of the sole arbitrator appointed by NSC whose decision will be binding on both the parties.

28. The Court of law situated at Delhi will have the jurisdiction in matter related this tender or any dispute during the performance of the contract.

(I have read and understood the forgoing terms and conditions and I agreed to abide by them.)

Signature of the bidder

Name Address (with seal)

Date.....

Place.....

**FINANCIAL BID/ PRICE BID**

**ANNEXURE - A**

From:

M/s-----  
-----  
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The Regional Manager  
National Seeds Corporation Ltd.  
Lucknow

Sir,

With reference to your tender published on website on 04-Sep-2018 for supply of OAT and Berseem seed as per the terms and conditions provided by you. The particulars of offer are given below: -

Sr. No.	Crop	Variety	Cat.	Expected Total Quantity required in Qtls.	Packing size in kg.	Qty. Offered in Qtls.	Rate (Rs. Per qtl. Inclusive of GST if applicable)		
							FOR Basis	Ex-Godown	Uttar Pradesh
1.	Berseem	Masca vi	T/L	4000	1-4				
2.	Cowpea Fodder	C-152	T/L	500	1-4				
3.	Lucern	T-9	T/L	500	1-4				
4.	Oat	Kent	C/S	500	5-10				
			T/L		5-10				

Signature of party with  
Name:-----  
Seal: -----  
Date: -----  
Phone No-----  
Mob. No. -----

**SECTION-III**

**Annexure-A-1**

**Affidavit Certificate**

I \_\_\_\_\_ (Name, Designation and Address)  
hereby declare 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.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full address \_\_\_\_\_  
\_\_\_\_\_

Rubber stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**SECTION-III**

**Annexure-A-2**

**Affidavit Certificate**

I \_\_\_\_\_ (Name, Designation and Address)  
hereby declare that the price charged for quoted item/items under this contract, our firm has  
under no circumstance exceeded lowest price of identical goods given to government and semi  
government organizations.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Firm/Company \_\_\_\_\_

Full address \_\_\_\_\_  
\_\_\_\_\_

Rubber stamp \_\_\_\_\_

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

## SECTION-IV

### BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this \_\_\_\_\_ date of 2018 by \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the **National Seeds Corporation Ltd., 569/153, Bargawan, Near Piccadilly hotel, Kanpur road, Lucknow-226012, UP** (hereinafter called "Corporation" which expression includes its successors and assigns) at the request of M/s. \_\_\_\_\_ (herein after called the "supplier")

WHEREAS the supplier had tendered in respect of Tender No. \_\_\_\_\_ issued by the Corporation.

WHEREAS the tender of the supplier has been accepted and in consequence thereof the Corporation had placed a Purchase Order for \_\_\_\_\_ mentioned in the Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_.

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

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

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

NOW THEREFORE the bank hereby agrees and guarantees:

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

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

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

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

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

For and on behalf of the Bank

Witness:

1.

2.

- Here fill the name of Bank with address.
- Here fill the name and address of the supplier.
- Here fill the name of the material for which order has been placed.

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## **SECTION-V**

### **AGREEMENT**

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

WHEREAS the "Corporation" with the intention of purchasing seed invited offers vide tender No. \_\_\_\_\_

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

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

### **SETTLEMENT OF DISPUTES**

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

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that such arbitrator had dealt with the matter of any earlier stage. If the claims involved in a dispute are of more than Rs.1/- lakh the arbitrator shall make a speaking award as per provisions of Arbitration Act, 1996.

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

No amendment or modifications in the terms of this agreement shall be considered valid unless it is in writing from NSC.

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

**For and on behalf of the supplier**

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

**Witness**

**Witness**

**1.**

**1.**

**2.**

**2.**

- **On Rs.500/- Non- judicial stamp paper dully notarized.**

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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 by .....hereinafter referred to as the Buyer and the first party, proposes to procure 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, favour, 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 seeds /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 seeds and seed materials 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.

\_\_\_\_\_