

# नेशनल सीड्स कारपोरेशन लिमिटेड,

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय, 569/153, बरिगवाँ, बाराबिरवा,  
कानपुर रोड, लखनऊ-226012

**Telephone No: 0522.2421832 2421826**

पत्रांक: विप0/डैचा बीज क्रय/विपणन/एनएससी-लख0/18-19/

दिनांक: 11.01.2019

## अल्पकालिन ई-निविदा सूचना

नेशनल सीड्स कारपोरेशन लि0 के क्षेत्रीय कार्यालय-लखनऊ के द्वारा 30,000 कु0 डैचा सत्यापित बीज अल्पकालिन ई-निविदा दिनांक 28.01.2019 को आमंत्रित की गई है ।

विस्तृत जानकारी के लिए वेबसाईट [www.indiaseeds.com](http://www.indiaseeds.com), [eprocure.gov.in](http://eprocure.gov.in), [indiaseeds.eproc.in](http://indiaseeds.eproc.in) को देखे । निविदा से सम्बंधित दिनांक, मात्रा व अन्य कोई भी बदलाव यदि होता है तो उसे निगम के वेबसाईट पर ही अपलोड किया जायेगा ।

क्षेत्रीय प्रबन्धक

# **NATIONAL SEEDS CORPORATION LIMITED**

(A Government of India Undertaking-“A-MINIRATNA”)

569/153, Barigawan, Near Piccadilly Hotel,

Kanpur Road, Lucknow-226012

Uttar Pradesh

CIN: U74899DL1963GOI003913



## **COMPETITIVE BIDDING**

### **TENDER DOCUMENT FOR SUPPLY OF DHAINCHA T.L. SEED**

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

**UPTO 13.00 HR ON 28-01-  
2019**

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

**AT 15.00 HRS. on 28.01.2019**

**Contact details:**

**0522-2421826, 2421832**

# **National Seeds Corporation Limited**

(A Government of India Undertaking "A Miniratna")

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

Uttar Pradesh

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

No.V/1(14)Dhaincha /MKG/NSC-LKO/2018-19/

Dated: 11-01-2019

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

e-Tender is invited from seed producers, FPO's , Societies engaged in seed production and seed producer companies and parties dealing in Dhaincha seed, for purchase of **Dhaincha T.L.seed**. The Bidder has to register and submit e-Bid through our website <https://indiaseeds.eproc.in>. Along with cost of tender documents of Rs. 590/- (Including GST). Interested parties are requested to submit their offers up to 13.00 hrs on **28-01-2019 and the same shall be opened on same day at R.O. Lucknow at 15.00 hrs on 28-01-2019** in the presence of bidders, if any. The tender documents/terms and conditions can 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) with regard to this NIT, if required or any other change will be notified and shall be published only on our website.

**Regional Manager**

# 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>.

#### I. 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 ₹ 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** .

## **II. PREPARATION & SUBMISSION OF APPLICATIONS:**

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

## **III. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:**

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

## **IV. OPENING AND EVALUATION OF APPLICATIONS:**

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.
- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

## **V. DISCLAIMER :**

- The vender must read all the instruction in the RFP and submit the same accordingly.

**NATIONAL SEEDS CORPORATION LIMITED**  
(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)  
**REGIONAL OFFICE-LUCKNOW**

**No.V/1(14)DHAINCHA /MKG/NSC-LKO/2018-19/**

**Dated: 11-01-2019**

**TERMS AND CONDITION FOR PURCHASE DHAINCHA T.L. SEED THROUGH E-TENDERING.**

National Seeds Corporation Limited (NSC) requires to purchase **30000.00 QTLS. DHAINCHA TL/seeds** of good quality **FRESH FROM Kharif-2018 PRODUCTION** for marketing duly packed and tagged in NSC bags from Reputed Seed Producers /Organizers /Cooperative societies and Seed Companies herein after called as tenderer/supplier on the following terms and conditions in two bid system.

**TWO BID SYSTEMS:-**

**TERMS AND CONDITIONS:**

1. The tenderer shall present the offer on his letter-head using the enclosed offer format for hard copy.
2. Rate shall be quoted on per qtl. **Ex-godown & F.O.R at Uttar Pradesh, Uttrakhad, Andhra Pradesh, and Telegana State basis** for the net final cleaned/graded tested and packed quantity in **NSC packing** (exclusive of bag weight & treatment material). The rate shall be all inclusive and no other claim on taxes etc. if any leviabale shall be entertained. Packing material to be provided by the supplier.
3. Earnest Money of **Rs. 8.00 lakh** (Rupees Eight Lakh only) as mentioned in Technical Bid and cost of tender should be submitted online. Tender without EMD will be rejected. EMD of unsuccessful tenderers except the lowest three will be returned through RTGS within 15 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or four months whichever is earlier. Outstanding amount, if any of the supplier with NSC will not be considered for the EMD purpose. The tender participants registered with NSICL are exempted free EMD deposit & tender cost. However security deposit will be waived off only to the extent of monetary limit fixed by NSICL.
4. E-Tenders shall be uploaded upto 13.00 hrs. on date **28.01.2019** online and Technical bids will be opened on the same date and place at 15.00 hrs. in the presence of those tenderers who may wish to be present. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time will not be accepted. In case of any unforeseen reason, both the bids and commercial bid will be opened on next working day at 1.00 PM.

5. The tenderer offer for less than **6000.00 qtls. for Dhaincha will** not be entertained and shall be valid at least for **Four months( 120 days)** from the date of opening of tender and thereafter with the consent of the supplier.. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5<sup>th</sup> days of demand letter/dispatch order issued by NSC and should be completed within 10 days. Though the confirmation/clearance can be given by NSC and agreement is executed within 5 days of confirmation/clearance.
6. Failure to deliver less than 90% of approved quantity to NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark. For deliberate delayed supplies penalty of Rs. 2/- per day per qtl. may be charged.
7. The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate or Ten lakh whichever is more. in the form of Demand Draft drawn or through RTGS in favour of National Seeds Corporation Ltd., Lucknow. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/ intimation. Failure to remit the Security Deposit will imply forfeiture of EMD. The EMD deposited alongwith the tender will be adjusted against security.
8. The successful tenderer shall at his cost will execute an agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these terms and conditions, signing each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
9. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time. The packing material is to be arranged by the supplier at his cost. NSC will provide the printing matter for the same. However, in case the packing material is made available by NSC then the cost of packing material will be deducted from the amount payable to supplier.
10. The tenderer shall make available to NSC a copy of the lot wise details of each lot delivered to NSC alongwith the copy of seed analysis report of any govt. agency.
11. NSC representative will draw samples of the final cleaned/graded seed lots offered by the tenderer and have them analyzed in NSC's Quality Control Laboratory(QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the Govt.Lab./SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25 % more quantity than the offered qty. in NIT, to ensure that in event of failure of any lot in QCL there is no shortfall in the supply of the ordered quantity.
12. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification standards-2013, as amended from time to time and shall possess good physical appearance and luster to NSC's satisfaction.

13. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting tenderer and also forfeiture of deposited amount.
14. NSC may increase/decrease the final requirement of the quantity in the NIT. The purchase orders will be issued time to time as and when the demand is received within season. The purchases will be done only against confirm indent and NSC does not guarantee 100% lifting of offered quantity.
15. 50% payment will be released through RTGS/Crossed A/C payee cheque within 30 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions. The supplier has to submit STL result report alongwith bills. Balance 40% payment will be released only after receipt of payment from purchaser/Government Deptt.
16. NSC will retain 10% payment along with the Security Deposit as retention money for 120 days or receipt of payment from the party to whom the seed had been supplied by NSC, whichever is later.
17. The Tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC or from the party to whom the seed has been supplied on behalf of NSC. In case of sampling done by any govt. agency and the lot is declared substandard in lab after distribution of seed before the receipt of lab result , then in case of non-payment by that deptt. to NSC , Will give the similar authority to NSC not to release any payment against that qty. to supplier.
18. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
19. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
20. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
21. In the event of any question/ dispute or difference arising between NSC and the supplier on any matter covered by these Terms and Conditions or arising directly or indirectly there from or connected with these Terms & Condition in any manner the matter shall be referred to the Sole Arbitrator who may be appointed by the CMD, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC at New Delhi and has been delegated with such powers. The tenderer shall have no objection in this regard. Also the Courts of Delhi/New Delhi alone shall have jurisdiction to adjudicate thereon.



## **OTHER TERMS AND CONDITIONS:**

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer. NSC is not bound to accept the entire offered quantity as the lifting of seed will be done only against confirm indent.
3. 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.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for GST ,Income Tax or any kind of tax , if any. NSC will not carry any tax liability related with this purchase. Rates quoted will be inclusive of all taxes if any.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in test results the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
8. The weight of the 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 the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. If any of the tenderer, wants to supply the quantities from other sister concerned, should invariably be mentioned clearcut in the tender document. The payment will be made to original/main tenderer.
10. The tenderer will have to give name of the firm, name of the processing plant, godowns their postal addresses, and telephone Nos. e-mail, name of the responsible person in the tender form itself so as to make further communication.
11. NSC may verify the stock offered to NSC physically alongwith other infrastructure shown by the party in each tech.bid before issuing the Job order and can terminate the offer if not found satisfactory even as L-1.
12. (a) NSC may split the order amongs next two or more tenderer after giving an order to L-1 of its offered quantity, if any counter offer made thereafter by L-2,L-3 etc. This shall not be treated as to be negotiation.  
( b) In case L-1 bidder fails to supply the seed due to any reason then NSC reserve the right to place order with L-2 partyon L-1 rates. In such case the EMD of L-1 party will be forfeited and NSC reserves the right to black list the party from participating in any NIT in NSC.

13- The disputed parties i.e. black listed or are in litigation with NSC in any court, are not eligible to participate in the tender.

For the tenderer's use

I have read and understood the foregoing Terms & Conditions and I agree to abide by them.

Date:

(Seal)

Signature of the tenderer

Name: -----

Full Address: -----

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**TECHNICAL BID : PART-A**

**PROFORMA FOR TECHNICAL BID**

S.No.	Name	Complete Address	Phone No	e-mail	Seed Producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg. No. & its validity	Seed License No. & its validity	Seed Production Experience Years	GST No.	PAN No.	Details of Seed Prod. of Prev. Two Yrs.	Quantity offered for supply (Qtls)
1	2	3	4	5	6	7	8	9	10	11	12	13

**FINANCIAL BID: PART—B**  
**PROFORMA FOR FINANCIAL BID**

s.n	Destination	OFFERED QTY.(IN QTLS.)	Rate per qtl (in Rs.) for final cleaned/graded packed seed in NSC, Packing 05-10 kgs.		Rate per qtl (in Rs.) for final cleaned/graded packed seed in NSC, Packing 20 & 30 kgs.		Location of Godown
			(Rate in Words)	(Rates in figures)	(Rate in Words)	(Rates in figures)	
1	Ex-godown						
2	F.O.R.in U.P.STATE						
3	F.O.R. in UTTRAKHAND						
4	F.O.R. in Andhra Pradesh						
5	F.O.R. in Telagana						

**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 Acceptance Order No. \_\_\_\_\_ dated \_\_\_\_\_ with supplier for keeping the seed ready for supplies as per rate specifications quantities and No. mentioned in Acceptance Order No. \_\_\_\_\_ dated \_\_\_\_\_ which shall form part of this agreement. Purchase orders will be issued time to time. Amendment made in the Acceptance order/ 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**

**1.**

**2.**

**Witness**

**1.**

**2.**

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

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.

#### 4. 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.