



NATIONAL SEEDS CORPORATION LTD.

(A Government Of India Undertaking)

CIN No.U74899DL1963GOI003913

Regional Office: Lakshh Palaza, INS-19, Sector-7C, Vrindavan Yojna
Amar Shaeed Path, Lucknow -226029 Phone No. 0522-7118213, 3516971.
(Email: rm.lucknow@indiaseeds.com., nsclkomarketing@gmail.com)
(Regd. & H.O: Beej Bhawan, Pusa Complex, New Delhi-110012)

Ref.No. III-2(NURSERY PLANT (OS)/NSC/RO-LKO/MKTG./2020-21/

Dated: 19/12/2020

सामाजिक वानिकी पौधो के क्रय हेतु अल्पकालीन ई-टेंडरिंग सूचना

राष्ट्रीय बीज निगम लिमिटेड (भारत सरकार का संस्थान) क्षेत्रीय कार्यालय-लखनऊ द्वारा (ई-टेंडरिंग सिस्टम) मे 31600 नं० नर्सरी पौध जैसे किवी, जामुन, नीम, आवंला, बेल, पापुलर, बकैन, सागौन/टीक, कैजुरिना आदि सामाजिक वानिकी पौधो को क्रय करने हेतु निविदा आमंत्रित की जाती है जो दिनांक **06-01-2021** को 14.00 बजे खोली जायेगी ।

निविदा प्रपत्र नियम एवं शर्ते नेशनल सीड्स कारपोरेशन लिमिटेड के ई-पोर्टल <https://indiaseeds.eproc.in> एवं वेबसाइट www.indiaseeds.com, <https://indiaseeds.eproc.in> पर देखा एवं डाउन लोड/अपलोड किया जा सकता है ।

क्षेत्रीय प्रबन्धक

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



TERMS AND CONDITIONS OF TENDER FOR :

PURCHASE OF SOCIO FORESTRY PLANTS : Kiwi, Jamun, Neem, Teak, Sagaon, Kajureena, Bakain, Popular, Aonla, & Bael etc.

TENDER SHOULD BE SUBMITTED ON LINE ONLY.

Tender Document available for on line submission upto 06-01-2021 at 01.00 PM on National Seeds Corporation Limited e-tender Portal: <https://indiaseeds.eproc.in>

Opening of the tender: Dated: 06-01-2021 at 14.00 hours.

Cost of the Tender Form Rs.590/- (Rupees Five Hundred Ninety only)

Contact details:

Telephone RO-Lucknow: Phone No. 0522-7118213, 3516971

Email RO-Lucknow: rm.lucknow@indiaseeds.com

Website- www.indiaseeds.com,
<https://eprocure.gov.in>, <https://indiaseeds.eproc.in>

NATIONAL SEEDS CORPORATION LTD.

INSTRUCTIONS TO BIDDER – ONLINE MODE

Section-1

● DEFINITIONS

- ➤ **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- ➤ **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited
- (“NSCL”) introduced for the process of e-tendering which can be accessed on
- <https://indiaseeds.eproc.in>.
- **I. ACCESSING / PURCHASING OF BID DOCUMENTS :**
- 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
- under CCA, Ministry of Electronics and Information Technology, Government of India to
- participate in e-tendering portal of NSCL. Bidders can see the list of licensed CA’s from
- the link www.cca.gov.in C1 India Pvt. Ltd. also facilitate Class III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) to the bidders.
- Bidder
- may contact C1 India Pvt. Ltd. at mobile no. +91-8130606629 for DSC related queries or can email at vikas.kumar@c1india.com
- 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.
- 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 Rs. 570/- inclusive
- of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- The Bidder may modify or withdraw their bid after submission prior to the Bid Due Date.
- No Bid shall be modified or withdrawn by the Bidder after the Bid Due Date and Time.
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as
- published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).
- For helpdesk, please contact e-Tendering Cell and Help Desk Support Monday to Friday Ph: **0124-4302033/36/37**, nsclsupport@c1india.com.
- It is highly recommended that the bidders should not to wait till the last date of bid
- submission to avoid complications like internet connectivity issue, network problems, system
- crash down, power failure, browser compatibility issue, system compatibility issue, improper
- digital signature certificate problem etc. In view of this context, neither M/s National Seeds Corporation Limited nor M/s. C1 India Pvt. Ltd will be responsible for such eventualities.

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

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Amar Shaeed Path, Lucknow -226029 Mob.7518504090,9936392777

(Email: rm.lucknow@indiaseeds.com., nsclkomarketing@gmail.com)

(Regd. & H.O: Beej Bhawan, Pusa Complex, New Delhi-110012)

No. III-2(NURSERY PLANT (OS)/NSC/RO-LKO/MKTG./2020-21/ Dated: 21/12/2020

TERMS AND CONDITION FOR PURCHASE OF SOCIO FORESTRY NURSERY PLANTS THROUGH E-TENDER NOTICE.

National Seeds Corporation Limited(NSC) desires to purchase following Socio Forestry Nursery Plant good quality from reputed Nursery producers/ organizers/ cooperative societies and supplier herein after called as tenderer/supplier on the following terms and conditions in two bid system.

S.No.	Nursery Plant/Variety	Quantity in (Nos.)
1	Kiwi, Jamun, Neem, Teak/Sagon, Bakain, Popular, Aonla Bael & Casuarina etc. (There is zero mortality at the end of 30 days after plantation)	31600

TERMS AND CONDITIONS:

1. The tenderer shall present the offer on his letter-head using the enclosed offer format on line. The offer for less than 2500 Nos. Nursery Plant will not be entertained.
2. Rate shall be quoted in per plant **Ex-godown as well as F.O.R. destination in U.P. & Uttrakhand State** for the healthy, and good quality with Varsity Tags . The rate shall be all inclusive and no other claim on taxes etc. if any leviable shall be entertained.
3. The Earnest Money of **Rs. 50,000.00 (Rupees Fifty Thousand only)** as mentioned in Technical Bid and cost of tender should be submitted on-line. 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 NSIL/MSME are exempted for EMD deposit. However security deposit will be waived off only to the extent of monetary limit.

4. E- Tenders shall be uploaded upto **13.00 hrs** on **date 06-01-2021 online** and Technical bids will be opened on the same date and place at **14.00 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 or commercial bid will be opened on next working day at 1.00 PM.
5. The tenderer's offer shall be valid at least for four **months (120 days)** and rates approval will be valid for **one year**. The **minimum quantity should be at least for 2500 Numbers in case of all Nursery Plant/vareity**. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th days of demand letter/despatch order issued by NSC and should be completed within 15 days. Though the confirmation/clearance can be given by NSC and agreement is executed within 5 days of confirmation/clearance, **but the lifting of Plants can be started by NSC within 5-7 days in healthy state and good physical appearance to NSC's satisfaction by the committee authorised by CA.**
6. Failure to deliver less than 90% of approved quantity to NSC shall make NSC entitled 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 plant 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 Rs One lakh whichever is more, in the form of Demand Draft drawn** in favour of **National Seeds Corporation Ltd., Lucknow** or through RTGS. 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 Nursery Plants should be ready in healthy, hardened, good quality with well developed root system and meeting all standard fixed by Department of Horticulture/Forest as per NSC's requirement at the supplier's Orchard/Nursery Garden/premises at his cost and expense. NSC shall have the right to inspect the operation from time to time on receipt & on delivery by NSC to Govt.
10. **The material delivered will be inspected by the congee/receiver to verify the quality and quantity of supplied plant and receipt of plant in good**

condition is to be enclosed alongwith bill. It shall be responsibility of tenderer to maintain records of supply and in case of any assistance/subsidy is obtained from Government, all relevent records of supply and transctions shall be maintained by him properly and got verified from NSC officials physically.

11. The plants established on Farmers fields with Zero mortality at the end of 30 days after plantation shall be considered for payment. The rate and risk in transportation such as occurrence of pest and disease, natural calamities etc. is entirely to be the tenderers responsibility.
12. NSC shall not responsible for any kind of physical or financial loss to supplier / tenderer / third party if happned during entire operation / process. Any loss on account of drying / damage / mortality of plants during handeling, shifting, transportation, storage, any type of unrest/Bandh, civil or law & order situation, natural calamities, fire or any other natural/un-natural cause, supplier/party shall bear it all at his own and NSC shall not responsible for any such loss. No compensation/damage shall be liable on NSC in this regard.
13. The Plant should be minimum prescribed shoot length with sufficient leaves, developed root system, free from pest and diseases. The root ball should not disintegrate while removing the plant from RT.
14. The tenderer shall make available to NSC a copy/report of the date of seedbed of Nursery, age, and hieght of Nursery for each plant delivered to NSC in case of Grafted/Budded and seedlings plant.
15. In case rejection of any plant at the destination, the supplier will replace the same as per his own risk and cost.
16. The Nursery stock shall conform to the quality specifications prescribed in the Minimum Nursery Plant standards, as amended from time to time and shall possess good physical appearance and size/age to NSC's satisfaction.
17. 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.
18. NSC may increase/decrease the final requirement of the quantity in the NIT. Normally, the decrease may not exceed 25 % of the NIT quantity but increase may be 100 % or more quantity over & above to the quantity mentioned in the NIT. **The Purchase will be made only after the receipt of confirm indent, NSC does not guarntee for lifting of the entire quantity.**

19. If required, NSC may repeat the order for the additional quantity from the date of Security Deposit remittance as the rates will be valid for one year.
20. **90% payment will** be released through RTGS only, **after the receipt of payment from Government Department/Institution/Dealers, on submission** of bills duly verified by Area Offices subject to fulfilling the requirements set out in the Terms & Conditions.
21. NSC will retain 10% payment along with the Security Deposit as retention money for 120 days.
22. The Tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC. NSC shall not bear any responsibility in case of non acceptance or rejection of supply or any part of it at any stage from nursery site to plantation site by any concerned Authority or Indentor due to any reason or due to any ground viz quality, standards, casuality/survival, financial and official disputes, supplier/tenderer bear all losses and if required take back the supply with his own arrangements and expenses.
23. In case if NSC is made responsible by any Authority or in Court of Law for any such event, supplier party/tenderer shall be bound to bear such responsibility and shall compensate NSC for any financial loss including court expenses or any other expenses incurred in the matter.
24. In the event of any dispute/complaint with reference to the seed plant quality, if supplier is unable to prove/establish genuineness of the supplied plants seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
25. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
26. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
27. In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue Under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the chairman-cum-Managing Director, National seeds corporation Limited with the concurrence of both the parties shall appoint sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will be bind to resolve this dispute through arbitration before going to court of law. The

Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction."

28. The disputed parties i.e. black listed and whose EMD has been forfeited are not eligible for participation in the tender.
29. Suppliers failure to arrange the supply as per terms and condition will entitle NSC to forfeit the EMD and security deposit and firm may be black listed for further supply for atleast 2 years.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed.plants The tenderer shall be required to supply the nursery plants 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.
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 and shall bear and pay all applicable statutory Taxes, Cess, Levies, Octroi, Toll etc apart from State Sales Tax/ Central Sales Tax/ VAT, GST and Income Tax liabilities, if any as and when applicable. NSC will not carry any tax liability related in the deal and transaction.
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 plant. In case the stocks failed in test results the tenderer will be responsible for the consequences of violation of Nursery PLant Act etc.and losses caused to NSC.

8. The size and age of the plant shall be checked at any point of transaction and in case shortage found in the size and age, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Government 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. In case L-1 bidders fails to supply of Plant due to any reason, then NSC reserve the right to place order with L-2 party on L-1 rates. In such, case the EMD of L-1 party will be forfeited and NSC reserve the right to black list the party for participating in any NIT is NSC.
11. NSC may split the order amongs next two or more tenderer after giving an order to L-1 party of its offered quantity, as well as full quantity not supplied by L-1 party in prescribed time, if any counter offer made thereafter by L-2, L-3 etc. This shall not be treated as to be negotiation.
12. The tenderer will have to give name of the firm, name of the processing plant nursery, godowns their postal addresses, telephone Nos. E.Mail, name of the responsible person in the tender form itself so as to make further communication.
13. That the Tenderer shall abide all relevent Rules, Regulations, Act, Statutory provisions as may applicable in the supply, transactions, transportation, sale etc. He shall bear sole responsibility in case of any default in the deal. In case any Statutory Authority, Enforcement Authority or any relating Authority seeks/demand/summon any information / record like Registration/ licence/transctions/Taxes etc. The tenderer shall be liable to provide the same to the satisfaction of the concerned Authority. NSC shall not accept any responsibility in the matter.

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: -----

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Nursery/Plant Producer's Regn. No. with NSC-TCP.forest,or Horticulture deptt.& its validity.
5. Nursery Plant Reg. No. & its validity.
6. Nursery Plant License No. & its validity if any
7. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
8. An affidavit of ownership if proprietary firm/sole traders.
9. A copy of PAN No. & Income-tax Return for the previous year.
10. Copy of GST Registration No.
11. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
12. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
13. MSME/NSIC Certificate with proper validity for item of rate offered.
14. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
15. Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.
16. Balance Sheet for last one year.
17. Experience Certificate for supply of Plants to Govt. Department, attach at least five orders.

*All the documents mentioned above are compulsory required with the tender document.

TECHNICAL BID : PART-A

PROFORMA FOR TECHNICAL BID

Name & Address of the bidder:

S. No	Nursery/Plant Producer's Regn. No. with NSC-TCP,forest,or Horticulture deptt.& its validity	Nursery Plant Reg. No. & its validity	Nursery Plant License No. & its validity if any	Experience in Years	GST/ Tin PAN No.	Details of NurseryPl ants produced or supplied in Prev. Two Yrs.	Quantity offered for supply (Nos.) along with Plant Details	Mode of Propagation/pr oduction Viz. Seedlings, Cutting, layering, budding or Grafting etc.
1	2	3	4	5	6	7	8	

2. Also as required EMD of Rs. 50,000/- (Rupees Fifty Thousand only) paid online in favour of National Seeds Corporation Ltd., Lucknow.
3. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.
4. Keenly looking forward to your esteemed order.

Dated: -----
Place -----

Signature -----
Name -----
Complete Address: -----

Phone No.-----
Fax No.-----

E.Mail -----

FINANCIAL BID: PART—B

FINANCIAL BID

(Form for offer by tenderers to be uploaded on line)

From:

M/S -----

To:

The Regional Manager,
National Seeds Corporation Ltd.,
Lucknow

Sir,

With reference to your advertisement dated ----- we hereby quote our most competitive offer for the supply of Socio Forestry Nursery Plant as per the Terms & Conditions provided by you. The particulars of offer are given below:

S.No.	Nursery Plant & Name of variety supplied	Age/Size	Mode of Propagation /production Viz. Seedlings, Cutting, layering, budding or Grafting etc	Quantity Offered (Nos.)	Rate per healthy hardened Plant for final cleaned/good quality on zero mortality at the end of 30 days after plantation at the farmers field. (Rates in figures and in words)			
					EX-GODO WN / Nursery	F.O.R IN U.P.ST ATE	F.O.R IN UTTRAK HAND.S TATE	Location of Nursery / Place of storage
1	Poplar Plant	1-2year (7-12 feet)						
2	Teak/Sagaon	1-2 year (3-4 feet)						
3	Neem	1 year (2-3 feet)						
4	Aonla or Amla	1-2 year (2-3 feet)						
5	Jamun	1-2 Year (2-3 feet)						
6	Bakain	1-2 year (2-3 feet)						
7	Bael	1-2 year(2-3 feet)						
8	Casuarina	1-2 year (1-3 feet)						

9	Kivi Grafted Plant (Var. एलिसन,	1-2 year (2-5)feet						
10	Kivi Grafted Plant (Var. हैवार्ड,)	1-2 year (2-5)feet						
11	Kivi Grafted Plant (Var. तुमरी)	1-2 year (2-5)feet						
<p>Note: The details of Seedling, Grafted, Budded & Root plant must be indicated in each Plant vareities IN OFFERED QUANTITY COLOUMN. In case of addition of location of nursery/place of storage should be intimated well in advance to NSC so that if required NSC may verify the plants.</p>								

Yours faithfully,

Signature -----

Name : -----

(Complete Address) -----

Phone No.-----Fax No.-----

Seal Date:-----

Place: -----

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: _____

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 Nursery Plants 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 the tender document, for Tender No. _____ which shall form part of this agreement.

SETTLEMENT OF DISPUTES

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue Under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the chairman-cum-Managing Director, National seeds corporation Limited with the concurrence of both the parties shall appoint sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will be bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction."

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. Lucknow.**

Witness

1.

2.

Witness

1.

2.

PRE-CONTRACT INTEGRITY PACT

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

General:-

1. Whereas **National Seeds Corporation Limited** represented byhereinafter referred to as the 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.

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., INS-19, Sector-7 C, Vrindavan Yojna, Amar Shahed Path Lucknow-226029, 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.