

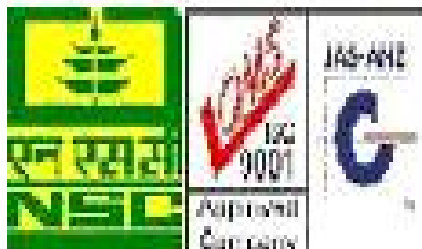
# NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

PLOT NO. 24, INDUSTRIAL AREA, PHASE – IX,

REGIONAL OFFICE: MOHALI- CHANDIGARH

(CIN NO: U 74899 DL 1963 GOI 003913)



## TERMS & CONDITIONS OF TENDER/ CONTRACT

### FOR

PROVIDING COLD STORAGE FACILITY IN JALANDHAR (PUNJAB) FOR SEED POTATO APPROX. QTY 2925 QTLS. FROM 1<sup>ST</sup> MARCH 2021 TO 15<sup>TH</sup> NOVEMBER 2021

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM **OFFLINE** ONLY

Particulars	Details
Date of issue of NIT	02.02.2021
Date and time for submission of bid	08.02.2021 12.30 PM
Date and time of opening of Technical Bid	08.02.2021 2.00 PM
Date and time of opening of Financial Bid	08.02.2021 4.00 PM
<b>Tender Fee</b> : Online through RTGS/NEFT	<b>Rs. 590/-</b> (Rupees Five Hundred and Ninety Only)
<b>EMD</b> : Online through RTGS/NEFT	<b>Rs.50000/-</b> (Rupees Fifty Thousand Only)
Address for Communication	Area Manager National Seeds Corporation Limited C-25, FOCAL POINT JALANDHAR
Contact details:	+918619968556 Email: <a href="mailto:Jalandhar@indiaseeds.com">Jalandhar@indiaseeds.com</a>

Tender document may be seen on [www.indiaseeds.com](http://www.indiaseeds.com) , <https://indiaseeds.eproc.in.>, and <https://eprocure.gov.in> .

Regional Manager

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## National Seeds Corporation Limited

(A Government of India Undertaking )  
Plot No.24,Phase No.9, Industrial Area  
**Regional Office: Mohali**  
Phone No.0172-2214388/2215388

No. Prodn.(11)/NSC-CHD/20-21/

Dated:01.02.2021

### NOTICE INVITING TENDER

National Seeds Corporation (A Govt. Of India Undertaking) Mohali invites Tenders in two bid system (Technical & Financial) towards **cold storage of 2925 Qtls. Seed Potato (Kufri Jyoti CS – 2550 Qtls; Kufri Jyoti FS-1 75 Qtls. and Kufri Himalini FS-1 300 Qtls.)** from 1<sup>st</sup> March 2021 to 15<sup>th</sup> November 2021. Therefore, interested parties are requested to submit their offer at **National Seeds Corporation Limited C-25, Focal Point Bye Pass, Jalandhar** on or before **05.02.2021 upto 12.30 PM**. The tender shall be opened on same date & venue **at 02.00 PM** in the presence of Tenderers, if any. The details of Terms & Conditions can be obtained from website [www.indiaseeds.com](http://www.indiaseeds.com) & <https://indiaseeds.eproc.in> such parties have to deposit online **Rs.590/- (including GST) being cost of Tender document**. The undersigned reserves the right to accept/cancel all or any Tender without any reason. **Any further corrigendum(s) to this tender shall be published only in our eportal <https://indiaseeds.eproc.in>**

Particulars	Details
Date of issue of NIT	02.02.2021
Date and time for submission of bid	08.02.2021 12.30 PM
Date and time of opening of Technical Bid	08.02.2021 2.00 PM
Date and time of opening of Financial Bid	08.02.2021 4.00 PM
<b>Tender Fee : Online through RTGS/NEFT</b>	<b>Rs. 590/-</b> (Rupees Five Hundred and Ninety Only)
<b>EMD: Online through RTGS/NEFT</b>	<b>Rs.50000/-</b> <b>(Rupees Fifty Thousand Only)</b>
Address for Communication	National Seeds Corporation Limited , C-25, Focal Point Bye Pass, Jalandhar
Contact Person (with Phone No & E-Mail)	Area Manager Email: <a href="mailto:jalandhar@indiaseeds.com">jalandhar@indiaseeds.com</a> Ph.+918619968556
<b>This Tender Document contains Two Parts</b> <b>Part -A:</b> Background, Job requirements, deliverables and other operational aspects, Eligibility criteria, Instructions to bidders (SECTION-II for OFFLINE MODE & SECTION III General Instructions) & General Terms and Conditions. <b>Part-B :</b> Annexes/Formats for Bid Submission & other formats	

**Regional Manager**

# **PART- A**

**NATIONAL SEEDS CORPORATION LTD.**

**SECTION – I**

**INSTRUCTIONS TO BIDDER**

The bidders who want to participate in tender, may purchase the Tender Form by paying Rs.590/- (Rupees Five Hundred and Ninety only) towards cost of Tender Form – through RTGS/NEFT online in the name of National Seeds Corporation Limited, Jalandhar. The receipt towards purchase cost of Tender Form along with EMD must be submitted with the Technical Bid.

In offline mode, the sealed offers should be submitted in two bid form – Technical Bid & Financial Bid. The bids should be submitted in two sealed envelopes: A – Technical Bid; B – Financial Bid. Both the envelopes A & B should be kept in a sealed envelope super scribed as “OFFLINE TENDER FOR PROVIDING COLD STORAGE FACILITY FOR SEED POTATO IN JALANDHAR (PUNJAB)” and dropped in the tender box before stipulated time at National Seeds Corporation Limited, C-25, Focal Point Bye Pass, Jalandhar on or before 08.02.2021 upto 12.30 PM. The tender shall be opened on same date & venue at 02.00 PM in the presence of Tenderers or their representatives, if any.

**Bank details for remitting the payment is as under:**

Bank: STATE BANK OF INDIA

Branch Address: IND FOCAL POINT, JALANDHAR

Branch code: 07285

Bank A/c no.: 10019110088

Beneficiary name: NATIONAL SEEDS CORPORATION LTD

IFSC Code: SBIN0007285

GST: 03AABCN8973F1ZE

## NATIONAL SEEDS CORPORATION LTD.

### SECTION - II

#### INSTRUCTIONS TO BIDDER

**ADVICE FOR BIDDERS:** The Bidders are advised in their own interest to carefully read the tender documents and understand their purport unless the Bidder specifically states to the contrary in respect of any particular clause, it shall be presumed that they accept all the terms and conditions as have been laid down in the tender document

**TENDER FEE (Non Refundable):** Tender Fee **Rs.590/-**(including GST) (Rupees Five Hundred and Ninety Only) must be deposited in online.

**EARNEST MONEY (Refundable):**

- EMD amount @ **Rs.50000/- (Rupees Fifty Thousand Only)** must be deposited before due date online. (As per instruction SECTION-I)
- Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units and registered with National Small Industries Corporation (NSIC) under single point registration scheme are exempted from payment of earnest money deposit provided to furnish photocopy of valid registration with NSIC under the single point registration scheme, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small-scale units who are registered under the old registration scheme which was extended up to 30<sup>th</sup> June, 1981 only.(Registration Certificate to be attached)

**ELIGIBILITY CRITERIA:** The criteria as fixed as per Part – A (Annexure – I).

**SUBMISSION OF OFFER:** Offer must be submitted in prescribed tender form offline Mode only. Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.

**BID OPENING AND EVALUATION:** Bids will be open in offline Mode (As per instruction SECTION-I)

**AWARD OF CONTRACT:**

- **Award Criteria:** Selection committee will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the Firm may be asked for making a presentation, along with other parameters.
- **Notification of award:** Prior to the expiration of the period of bid validity Selection Committee will place a Firm order or notify the successful Bidder in writing.
- **Cancellation of Work order/ AMC Services:** NSC reserves the right to cancel the contract /AMC service at any stage (by giving the notice in writing) due to non satisfactory services of the selected firm.

**CLARIFICATION OF BIDS:** To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, asks the Bidder for clarification of its bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted

## **FORFEITURE OF THE EARNEST MONEY:**

Earnest Money may be forfeited.

(a) If a Bidder withdraws its tender during the period of Tender validity specified on the Tender Form:  
OR

(b) In case of a successful Bidder, if Bidder fails:

(i) To sign the contract in accordance with Contract Clause (As mentioned below)

(ii) To furnish security deposit in accordance with Contract Clause (As mentioned below)

## **CONTRACTS:**

### **(a) SIGNING OF CONTRACT:**

The successful Bidders within 5 days from date of issue the Job Order, shall sign and date agreement as per the format given (**Part-C/Annexure-III**) of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the Corporation. The terms and conditions contained in **Other Terms & Conditions at page No. 10 – 11** 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 Tenderers has to submit the security deposit @5% to the value (@ Procurement Price) of seed potato stored in the cold storage in the form of RTGS/NEFT or Bank Guarantee of any scheduled bank (Format attached) in favour of National Seeds Corporation Ltd., Mohali and the validity of the BG should be upto 31<sup>st</sup> December 2021 which can be extended for further period of three months, if required.

**DISPUTES or DIFFERENCES:** All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” as under.

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. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the 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 bind to resolve this dispute through arbitration before going to court of law. The arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

If the claims involved in a dispute are of more than Rs.1.00 lakh the arbitrator shall make a speaking award as per provision of Arbitration & Conciliation Act, 1996 as amended from time to time.

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 for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, In charge of the

Department of Public Enterprises. The Arbitration & Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.”

**VALIDITY OF OFFER:** The Bidder shall keep their offers open for acceptance for a **period from 01.03.2021 to 15.11.2021**. In case the last date happens to be 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.

**RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Corporation reserves the right to accept or reject any or all Bids, and to annul the tendering process and reject all Bids 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.



### SECTION -III

#### GENERAL TERMS & CONDITIONS OF THE CONTRACT

National Seeds Corporation Limited (NSC) desires for safe cold storage of Seed Potato 2925 Qtls. Approx (Kufri Jyoti CS – 2550 Qtls; Kufri Jyoti FS-1 75 Qtls. & Kufri Himalini FS – 300 Qtls.).

Each Tenderer shall submit in two parts.

1. **TECHNICALBID:**

The TECHNICAL BID shall be submitted as per PART- A (Annexure – I), this contains the details of organization, company profile, details of experience, EMD etc.

2. **FINANCIALBID:**

The Financial Bid for safe Cold Storage of Seed Potato varieties should quote **Rate Rs. / Qtl.** basis as per PART B (Annexure – II).

S. No.	Crop	Variety	Class of Seed	Quantity to be stored (Qtls.)	Packing Size (Kg)
1	Potato	Kufri Jyoti	CS	2550	50
2	Potato	Kufri Jyoti	FS – 1	75	50
3	Potato	Kufri Himalini	FS – 1	300	50
		<b>Total</b>		<b>2925</b>	

## OTHER TERMS AND CONDITIONS

1. The cold storage owners are required to quote the rates in Rs. per Qtl per month as well as for entire period of cold storage and rate in Rs. per Qtl for sorting, drying & re-bagging of Seed Potato. **The rates shall be all inclusive of all taxes** and no other claim on taxes etc. if any; leviable shall be entertained by NSC.
2. The actual owner of the cold storage / societies / companies in whose name the cold storage is registered also eligible to participate in the tender.
3. The tender shall be accompanied with interest free earnest money deposit of **Rs. 50000**. EMD shall be remitted through RTGS/NEFT/DD ONLY in favour of National Seeds Corporation Ltd. Jalandhar. EMD is refundable after successful completion of work within a period of 30 days. Tenders without the requisite EMD will be rejected. EMD of unsuccessful tenderers will be returned within 30 days from the date of tender opening. The tender participants registered with NSIL / Govt. organization are exempted from EMD deposit. However, security deposit will be waived off only to the extent of monetary limit.
4. The offer for cold storage shall be valid from 1<sup>st</sup> March 2021 to 15<sup>th</sup> November 2021. The tenderer shall be responsible for safe storage of the Seed Potato during the period.
5. The Corporation may decide to split the storage of seed potato among two or more cold storages at its discretion.
6. **Security Deposit: - The party has to submit interest free security deposit @ 5% to the value (@ Procurement Price) of seed potato stored in the cold storage in the form of RTGS/NEFT or Bank Guarantee of any scheduled bank (Format attached) in favour of National Seeds Corporation Ltd., Mohali and the validity of the BG should be upto 31st December 2021 which can be extended for further period of three months, if required. The EMD and Security Deposit shall be returned after completion of work satisfactorily.**
7. The successful tenderer will execute a formal agreement with NSC on non-judicial stamp paper of required value for arranging the safe cold storage 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.
8. The tenderer should have enough space for storage, sorting, drying and packing of seed potato.
9. After accepting the seed potato of NSC for storage, the party shall issue a cold storage receipt indicating the number of bags, weight and value of the seed potato as per NSC prevalent rates. In the receipt it will be specified that quantity of produce accepted for storage is to the entire satisfaction of the parties. The receipt must be issued to the NSC authorize officials as soon as produce is handed over for storage.
10. That the party shall keep daily record of temperature and humidity maintained under the cold storage and make available for the inspection to the representative of the NSC as and when required. The party shall maintain the temperature in the chambers between 34 degree F to 38 degree F with 80% relative humidity. There should be alternate arrangement of generator of suitable capacity as a standby measure for the operation of the plant during electric shut down.
11. The party will follow the procedure of turning the seed bags at their cost in the month of July / August and when required.
12. The party will allow the NSC staff for inspecting the cold storage log book and sign the storage inspection report (Format attached).

13. **The total driage, rottage and shrinkage, if any, during the storage period should not exceed 5% of total variety wise class wise quantity stored.**
14. The party shall be responsible for any spoilage i.e. damage to the seed potato including rottage, deterioration gas damage, sprouting driage, frosting and damage due to poor aeration / maintenance of cold store. Condition of the eyes beyond chilling stage will be taken as sprouting. The party shall liable to pay the cost of seed potato NSC's sale rate and cold storage plus 18% on the compensated amount for the period upto the date on which amount compensation is paid to NSC for the stock deterioration of the nature mentioned above. In the event, the payment of storage charges will be made by NSC in the part for the quantity lifted in good conditions from the cold storage and shall not be entitled to charge for the damaged quantity.
15. The party will insure the stock and materials against fire, theft, thunder storm, hail storm, strikes, agitations, accidents etc. in the name of NSC and the insurance charges will be paid by the party. In case of any loss to National Seeds Corporation Ltd, seed potato stock and SSCA materials at the party's premises then the cost of the same will be recovered from the party at selling rate decided by National Seeds Corporation Ltd.
16. In case of theft and fire of seed stock or any other material from cold storage/premises of the party, it will be the responsibility of the party and cost of such stock/material will be recovered from the party at selling rates of seed stock and material. (Insurance of stock/material is also compulsion)
17. The claim in the event of deterioration of stock as in clause 14-16 should be made good by the party within 15 days from the date of receipt of the claim lodged by NSC.
18. The handling charges on account of unloading from Trucks and keeping in cold storage and taking out of cold storage and loading into trucks will be borne by the party. The party shall provide sufficient space and facility for sorting, drying and bagging etc. on the date as indicated by NSC so that daily supply of seeds may run smoothly. The cost of drying, sorting and re-bagging will however be borne by NSC as per clause 1.
19. The party will release the seed potato only to authorized NSC representative as and when required after obtaining a proper receipt.
20. The Corporation does not guarantee the quantity mentioned in the tender notice. NSC may increase or decrease the quantity.
21. 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. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the 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 bind to resolve this dispute through arbitration before going to court of law. The arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

**PART - A**  
**Annexure - I (Technical Bid)**  
**National Seeds Corporation Limited**  
(A Government of India Undertaking)  
Plot No.24, Phase No.9, Industrial Area  
**Regional Office: Mohali-Chandigarh**

Owner Photo  
(Self Attested)

**TENDER FOR COLD STORAGE OF 2925 QTLS. SEED POTATO FROM 01.03.2021 TO  
15.11.2021 AT JALANDHAR**

**TECHNICAL BID / COMPETENCY DETAILS:**

01. Name of Tenderer

02 Address:

i)Office:

ii)Plant:

03 Phone No:

i)Office :

ii)Plant :

04 Name of responsible person to handle the business:

**S. No. Name of Person**

**Cell No.**

1.

2.

3.

4.

5.

05. Cold Store Registration Certificate No.

06. PAN No:

07 GST No :

08 i)Name & Address of Banker:

ii)Account Number:

09 E.M.D. Details –

i) UTR No. ....

ii) Bank .....

iii) Amount .....

10. List of Enclosures: Tick (√) Certificates enclosed.

1. Copy of valid GST Certificate.
2. Photo copy of PAN Card.
3. Valid License to run Cold Store.
4. Power of Attorney Certificate in case of Partnership Firm/ Company.
5. ITR for the last two years.
6. Work Experience Certificate if any.

Above information is true to our knowledge and belief.

Signature of Tenderer

Stamp

Date: -----

**AFFIDAVIT CERTIFICATE**

I \_\_\_\_\_ (Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm under no circumstances 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: \_\_\_\_\_

**Check List of enclosures for Technical & Commercial Bids:**

- EMD
- Certification of Registration of firm, company, etc.
- License of Cold Store.
- Partnership Deed if Partnership Firm.
- Authorization/Resolution for signing of bid if it is limited company or partnership firm.
- An affidavit of ownership if proprietary firm / sole traders.
- A copy of PAN No. & Income Tax Return for the current year and previous year.
- Copy of GST Registration No.
- If representative participating letter of authorization to participate in the tender opening/ negotiation of rate.
- Affidavit certificate that not black listed and no arbitration case pending in this office.
- MSME registered with NSIC Certificate with proper validity for items of rate offered.
- Other document if any in support of the tender.
- Each and every concerned page of tender document should be signed with stamp of authorized signatory tenderer.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt./Semi Govt. Organizations.
- Balance sheet for 2018-19 & 2019-20.
- Evidence of access to financial resources.

**Note: - In absence of any above document, tender may be considered for rejection.**

**PART – B**  
**ANNEXURE – II**  
**(FINANCIAL BID)**

From:

M/s-----  
-----

The Regional Manager  
National Seeds Corporation Ltd.  
Mohali -Chandigarh.

Sir,

With reference to your advertisement in the Newspaper/e-portal dated for cold storage of seed potato as per the terms and conditions provided by you on NSC website. We are pleased to offer our competitive rates as under -

Name & Location of Cold Storage	System of Storage	Period 01.03.2021 To 15.11.2021	Rate (Rs./Qtl.)		
			Cold Storage Charges		Drying, Sorting and re-packing of Seed Potato
			per month basis	For entire period upto 15.11.2021	

Seal:  
Date:

Signature of the party with Name:

Phone/Mobile No.

**PART – C**  
**ANNEXURE - III**  
**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 “Service Provider” 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 cold storage of seed potato invited offers vide tender No. \_\_\_\_\_

AND WHEREAS the service provider submitting their tender No. \_\_\_\_\_ and upon consideration of the tender and after due deliberation, the Corporation placed Job Order No. \_\_\_\_\_ dated \_\_\_\_\_ with service provider for cold storage of seed potato as per specifications; quantities mentioned in Job Order No. \_\_\_\_\_ dated \_\_\_\_\_ which shall form part of this agreement. Amendment made in the J.O., if any, shall also form part of this agreement.

AND WHEREAS the Corporation and the service provider have agreed to all the terms and conditions as contained in Section-III of 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. In case dispute remains even after discussions, then it shall be binding upon parties to resolve the 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 bind to resolve this dispute through arbitration before going to court of law. The arbitration shall be conducted at New Delhi and shall 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, In-charge 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 and duly signed by both the parties.

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

**For and on behalf of the Service Provider**

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

**Witness**

**1.**

**2.**

**Witness**

**1.**

**2.**

## **BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

This bank guarantee executed on this \_\_\_\_\_ date of 2021 by \_\_\_\_\_ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the **National Seeds Corporation Ltd., Plot No. 24, Phase-9, Industrial Area, Mohali** (hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s. \_\_\_\_\_ (herein after called the "Service provider")

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

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

AND WHEREAS the Service provider is required to deposit security with the Corporation to the extent of an amount of Rs. \_\_\_\_\_ as equal to 5% the value of the produce stored by the Corporation in the cold storage of Service provider.

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 enforceable against the bank.

**4.** This guarantee shall remain in full operation upto \_\_\_\_\_ 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 Organizer or the bank shall not discharge the liability of the bank hereunder.

- 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 Service provider.
- Here fill the name of the material for which service has been provided.

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**National Seeds Corporation Limited**  
(A Government of India Undertaking)  
Plot No.24, Phase No.9, Industrial Area  
**Regional Office: Mohali-Chandigarh**

**Cold Storage Inspection Report for Potato seed**

Subunit: AO Jalandhar

Inspection No. :.....

Date of Inspection:.....

1. Name of Cold store :
2. Quantity of Potato seed stored :
3. Stored in Chamber No. :
4. Chamber No. inspected :
5. Record of Temperature and Relative Humidity during inspection : Temp Max:\_\_\_\_\_ Min:\_\_\_\_\_ RH:\_\_\_\_\_
6. Condition of Seed Potato :  
(Based on random inspection of 1 bag per 200 bags stored)
7. Report %age damage observed
  - i. Chilling injury if any :
  - ii. Sprouting if any :  
(indicate length of sprout)
  - iii. Rotting if any :
  - iv. Shrinkage :
8. Any other observation :
9. Remarks:

Signature of Cold store  
representative

Signature of NSC  
representative

**Instruction for Inspection of Cold Storage**

1. Inspect cold storage once in a fortnight for checking the temperature, humidity and general conditions of the seed potato stored.
2. For sprouting, shrinkage and rotting check seed potato bags in a month. For this purpose randomly inspect 1 bag for every 200 bags stored and seal the bags after inspection.
3. Indicate the information like length of sprout, whether it is special or multi eyed or any other observation concerning the condition of the seed potato.