

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

UAS Campus, Hebbal

Bangalore-560024

CIN : U74899DL1963GOI003913



E-TENDER DOCUMENT FOR SUPPLY OF PACKING MATERIAL (NON-WOVEN CLOTH BAGS).

DATE/ TIME OF DOWNLAODING THE TENDER	: 14.05.2018 / 13.00 Hrs
DATE / TIME OF CLOSING OF TENDER	: 19.05.2018 / 14.00Hrs.
OPENING OF TENDER (TECHNICALBID)	:19.05.2018 / 15.30Hrs.
OPENING OF TENDER (FINANCIAL BID)	: IMMEDIATELY (AFTER EVALUATION OF TECHNICAL BID)
COST OF TENDER FORM (Non Refundable)	:Rs.500/-

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
Regional Office: UAS Campus, Hebbal
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**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)**

Regional Office: UAS Campus, Hebbal

Bangalore-560024

CIN : U74899DL1963GOI003913

Phone:-080-23415816 / 23416824

email: rm.bangalore@indiaseeds.com

nsc.bng.mktg@gmail.com

No.Mktg/2(15)/NSC-BNG/2018-19

Dt: 11.05.2018

NOTICE INVITING E-TENDER (SHORT TERM)

National Seeds Corporation Limited, Regional office, Bangalore inviting tenders' through e-tendering process for purchase of Packing material (Non Woven Cloth Bags 4 kg) from reputed manufacturers/suppliers.

Particulars	Details
Name of the tender	Purchase of Packing Material (NWC Bags)
Quantity Required	250000.00 nos
Date of issue of NIT	12.05.2018
Tender Document Download Start Date/time from website https://indiaseeds.eproc.in	14.05.2018 (13.00 Hrs.)
Tender Document Download End Date/time	19.05.2018 (Till 14.00 Hrs.)
Date and time for submission of online bid	From 14.05.2018 to 19.05.2018 Till 14.00Hrs
Date and time of opening of Technical Bid and Price Bid via Online mode at NSC,RO Bangalore	19.05.2018 at 15.30 hrs
Tender Fee (To be deposited online)	500.00
EMD(To be deposited online)	Rs.100000.00 (Rupees One lakh only)
Address for Communication	National Seeds Corporation Limited Regional office UAS Campus - Hebbal Bangalore 560024
Clarification required if any the Contact Person is Incharge Marketing during working days (From 13.00 Hrs. on 14.05.2018 onwards to 14.00 Hrs. on 19.05.2018)	Incharge Marketing <i>Email:nsc.bng.mktg@gmail.com</i> <i>Ph.080-23415816 / 23416824</i> <i>Mobile 9449886656</i>

Tender without EMD and cost of tender (to be deposited through online) will be rejected.

NSC reserves right to make any alteration /modification in the tender documents or cancel the tender at any stage without assigning any reason.

Regional Manager

PART A

NATIONAL SEEDS CORPORATION LTD.

SPECIFICATION FOR NON-WOVEN (NWC) BAGS

NON WOVEN BAG : 4 kg

Specification:

Capacity (Kg)	4
Size (LxB) cm	45x30
Weight without handle in gram	30.55
GSM of Fabric	100
ToleranceIn weight%	Min.(-)5%

Cloth: Fabric of cloth should be manufactured either with 350 FG grade poly propylene or fiber grade 35 MFI PP with MB & minimum ratio of PP should not be less than 96%.

Printing: With Multicolor Offset Printing with three to four colours. Printing ink should be offset ink environment friendly sheet fed ink of Toya Company and colour shade must be uniform in all batches .Sharp Impressions required as per the art work. Every care should be taken so that the colour of printing remains uniform for printing of all NWC bags. Cost incurred on preparation of Film processing & Plate making will be borne by the supplier. Proof to be got approved before final printing is undertaken.

Stitching and Handle (if required):The NWC bags should be double stitched along with the top stitching and in L shape with inside stitching (inside fold of minimum 15 mm width each side)and Top stitching means mouth should be folded minimum 20 mm inside & stitched.

ii) The thread to be used for stitching should be 30 nos.4 ply of Madura Coats/Modi/Vardhman/HP Textiles and there should be 6 stitches per inch in both, side stitching as well as top stitching.

Packing: All the bags are to be tied up in bundles of 100 each. Twenty such bundles may be packed in one bale or as may be convenient while actual packing. However, the total number of bags in one bale will be 2000 nos. The number of bags in each bale should be the same. For packing purpose ordinary Hessian /Plastic cloth will be used so that bales do not get loose during transshipment and they should be squarely tightened with iron /plastic strips length & width wise. While packing safety of non –woven bags should ensure. The bales should be properly marked and the weight of each bale along with the no. of bags contained therein should be indicated on top of the bale. The total number of bags will also be indicated in the challan, a copy of which will be forwarded to Head Office as well as to each of the respective consignee and another copy will also be placed inside each bale to enable consignee to tally the contents with the original copy of the challan. Shortage if any on actual checking of the consignment will be brought to the notice of the supplier by the respective consignee.

Samples: 2 meters cloth proposed to be utilized for the preparation of the bags and meeting the desired specifications should be sent along with the offer. Failing which, the offer may be rejected. Each sample duly stamped and signed should bear the under noted Information:

Documentary proof of proper grade of raw material purchased from reputed supplier for manufacturing NW cloth.

Test Certificate of Virgin of material.

Testing Parameters: Size, Weight & genuineness of material for fabric (If required)

Quality Deviation: Penalty norms as approved.

PART-B

SECTION - I **INSTRUCTIONS TO TENDERER**

DEFINITIONS: C1 India Private Limited: Service provider to provide the e-Tendering Software.

NSCL e-Procurement Portal: An e-tendering portal of National Seeds Corporation Limited (“NSCL”) Introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

(1). ACCESSING / PURCHASING OF BID DOCUMENTS:

It is mandatory for all the bidders to have Class-III Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA’s from the link www.cca.gov.in) to participate in e-tendering of NSCL.

C1-IndiaPvt.Ltd. is facilitates for procurement of Class-III DSC’s. DSC Procurement request may be sent to kartik.sehgal@c1india.com for more details during NSCL working days.

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 in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is ONE Year. After making the payment through online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation nsclsupport@c1india.com 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.

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).

To participate in bidding, bidders have to pay Tender Document (Non-Refundable) and EMD (Refundable) as per the amount mentioned in the tender document through Online from <https://indiaseeds.eproc.in>.

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.

The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

For help desk, please contact e-Tendering Cell and Help Desk Support.

NSCL Global Support E-Mail Id: nsclsupport@c1india.com

NSCL Global Support Telephone: +91-124-4302033 / 36 / 37 during Monday to Friday between 9.00 to 7.00 Hrs

(2). PREPARATION SUBMISSION OF APPLICATION

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.

Tenderer / Bidder can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.

A Tenderer / Bidder manual containing the detailed guidelines for e-tendering system is also available on the portal.

(3). MODIFICATION/SUBSTITUTION/WITHDRAWAL OF BIDS:

The Bidder may modify, substitute or withdraw its 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 decrypt 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 its e-bid.

(4). OENING 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.

(5). DISCLAIMER:

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

6. ADVICE FOR TENDERERS: -The tenderers are advised in their own interest to carefully read the tender documents and understand their purport unless the tenderer specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms and conditions as have been laid down in the tender document.

7. ELIGIBILITY CRITERIA: -Tenderers who are interested to supply **50% of the tendered qty of any item are eligible for participation in the tender.** But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity.

The Tenderers may furnish the list of actual users of the item quoted, for the reference. Copies of purchase orders secured during last two years should be enclosed.

The Tenderers should enclose a copy of current & previous year income tax return duly acknowledged by income –Tax Department.

8. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets to the tender

form wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

9. DEVIATION IN SPECIFICATION: - Normally no deviation from the specification laid-down in part “A” will be accepted. However, if the tenderer feels that he can supply the items, which shall fulfill the requirement of NSC with different specifications, the tenderer should describe as to in that respect and to what extent the item offered by them deviate from the specification even though deviation may be minor.

10. DELIVERY OF GOODS:-The delivery period so specified in clause no.5 of section –II will be the essence of the contract.It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause-15 of section-II relating to liquidated damages which shall be binding.

11. QUOTATION OF PRICES: - Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise as indicated in part- A of the tender document and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part ‘B’ of the tender document,as under:

A) The rates should be quoted for the offered items **on the basis of F.O.R. Destination door delivery inclusive of all taxes(including VAT,GST, Turnover Tax Modvat etc), Duties (Excise,Special Excise, Cess etc),Packing & Forwarding charges, loading and unloading etc.** The destinations are specified in **Section-VII. The Corporation is in a position to issue "C" Form for supplies made, if applicable. The Octroi wherever applicable shall be paid extra by NSC on actual basis. The inspection, Verification and Testing charges will be borne by NSC and hence these charges should not be included in the rate offered.** In case of full truck load/part load F.O.R. Destination will mean delivery at NSC’s Godown at the destination station.

In case, the Corporation requires the material at some other destination station other than specified in **Section-VII** referred to above and in case the distance of such new destination station from the supplier’s place of dispatch is higher than the distance between supplier place of dispatch to the highest distance among the destination prescribed in **Section-VII** referred to above, corporation shall be prepared to pay extra transportation charges on proportionate basis.

B) If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid. If ‘C’ **Form or any other Form** is required, it should be clearly indicated in the tender.

12. SAMPLES: - Two samples of each of the quoted items should be sent along with the tenderer, otherwise offer will be rejected.Sample once submitted will not be returned. **The sample is being invited only for better appreciation of the tender.** However, the tenderer shall be bound to supply the **material strictly according to the specifications prescribed in Part-’A’.**

13. PRINTED TERMS & CONDITIONS OF TENDERING FIRM:- Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**

14.EARNEST MONEY: The tender shall be accompanied by interest free EMD of Rs. 100000/- offered in the form of Demand Draft drawn in favour of National Seeds Corporation Ltd., Bangalore or through NEFT/RTGS after generating E- Challan from <https://indiaseeds.eproc.in>. Tenders without EMD may be rejected. EMD of unsuccessful Tenderer except the lowest three will be returned through A/C payee cheque/RTGS within 45 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or within Four Months of tender opening whichever is earlier. Outstanding amount, if any, of the supplier with NSC will not be considered for the EMD purpose. The MSME's registered companies are exempted to pay the required EMD subject to valid documentary proof of registration with NSIC.

15. Procedure for submission of e-tender:

Each Tenderer shall submit in two parts.

TECHNICAL BID:

The TECHNICAL BID shall be submitted as per PART A, this contains the details of organisation, company profile, details of experience, EMD etc.

FINANCIAL BID

The Financial Bid for supply of Packing Material (Non Woven Cloth Bags). Each Tenderer have to quote financial offers on per bag basis as per PART B in e-portal.

16.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" included in Section-II of Part 'B' of tender document i.e. General conditions of the contract. .

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

18. AWARD CRITERIA: -Subject to Clause NO. 21, the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender ,provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

19. PURCHASER's RIGHT TO VARY QUANTITIES AT TIME OF AWARD: -The Purchaser/ Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% of the quantity of goods specified in the schedule of requirements without any change in price or other terms &conditions.

20. PURCHASER's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:
- The Purchaser/Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.

21. NEGOTIATION: -There shall normally be no post tender negotiation.If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

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

23. PURCHASE PREFERENCE TO MSEs:- As per Public Procurement Policy for MSEs Order 2012.

24. REPEAT ORDER:- The validity of the tender shall be extended to a period of **six months from the date of placing initial order** and it shall be open to the Purchase /Corporation to place repeat order with the supplier **on the same rates and same terms and conditions** for quantities **not more than 50% of the quantity in the initial purchase order**. Repeat Order can be exceeded **more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier**.

25.CONTRACTS:

(a)SIGNING OF CONTRACT :-The successful tenderers within 7 days from date of issue the Purchase Order , shall sign and date agreement as per the format given in Section -V of part “B” of the tender document, wherever the value of items ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part ‘B’ of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. 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 Tenders within 7 days from date of issue of purchase order shall furnish the security money in accordance with the condition of the contract, in the Security Money it can be furnished @5 % of the value of the purchase order in shape of cash (through RTGS) or in form Bank Guarantee from Nationalised Banks, Prescribed Performa for Bank Guarantee is given in Section IV of Bidding Document.

Failure of the successful tenderer to comply with the requirement of clause 27 (a) & 27(b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

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

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. Transfer and subletting: -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

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

3. Signing of Agreement & Security deposit:-

The supplier shall **within 7 days from the date of issue of purchase order furnish security deposit along with agreement on non-judicial stamp paper** with the Corporation to the extent of 5 % of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in the following manner. In case of Order executed but non submission of Security Deposit, **the same will be deducted from first 90% payment without taking consent from supplier and later on Bank guarantee will not be acceptable.**

4. Proof samples: Required proof sample should be got approved in respect of design, art work, colour scheme and contents within 5 days from the date of issue of art works /colour / transparency and colour scheme etc. before taking final printing.

5. Delivery: The supplier shall complete the supply of packing material at respective sites within 30 days from the date of placing purchase order in phased manner, i.e. 50% of the quantity is to be delivered within 15 days from the date of placing order and balance 50% in next 15 days.

In case of repeat order, supply of entire quantity shall be made within 45 days from the date of placement of repeat order.

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by the consignee shall be final for the purpose of calculating delivery period.

6. INSPECTION & TESTING:-

(A) Non Woven Cloth (Non Laminated):

The Purchaser /Corporation shall have the right to inspect and to test the Goods to confirm their conformity to the contract. Before the material is supplied by the supplier, the Pre- dispatch inspection shall be carried out by NSC through deputing a team of NSC's officers at the supplier's factory /Plant /Godown to check as to whether the bags conform the printing, design, art works, colour scheme, content & physical appearance as per approved proof sample. The supplier at the appropriate point of time i.e. Minimum 10 days in advance, during the process of manufacturing

goods, shall intimate the pre-delivery inspection schedule to the Corporation to depute representative for conducting pre delivery inspection of finished goods bearing complete printed as per requirement of the Corporation of **minimum 75000 nos. or at least 33.3%** of the ordered quantity whichever is maximum shall be offered/inspected in one lot in general otherwise in case of urgency of material or in the interest of NSC, smaller quantity may also be inspected.

The inspection team shall issue the inspection report and release order (subject to conformity as per approved proof sample) to the supplier. In case inspected Goods does not conform to the standard of approved proof sample, the purchaser /Corporation may reject them and supplier shall either replace the rejected Goods or make all alteration necessary to meet the conformity of contract free of cost to the purchaser/Corporation. Inspection Report & samples drawn from inspected lot of Goods will be duly authenticated by NSC representative and representative of manufacturers/suppliers with date.

Post delivery samples of Goods drawn at consignee site, shall be sampled and sent for testing to the Designated laboratory by the Corporation by giving opportunity to the supplier for association in the sampling. In case, Tested sample fails to conform to the specification of the contract, the purchaser shall use the Goods as per clause no. 8 (b) with imposing penalty as per clause No.18.

In case, any complaint in respect of test report of sample, guard samples will be preserved for six months period from the date of receipt of Test Report from Testing Lab, later on it will be disposed off.

7. Pre -Delivery Inspection:

The expenditure incurred by NSC's nominee such as TA & DA shall be borne by the Purchaser /Corporation. However, the suppliers shall provide its cost of material, equipment, tools, labour and other facility for carrying out inspection/drawing up of samples, for which the 10 days notice to the Corporation/purchaser so that the supplier is in a position to give inspection/drawing up of the samples. The Corporation/purchaser or his authorized nominee may carry out inspections at the supplier's works.

In case the suppliers give a notice and fails to offer the items/stores for inspection/drawing up to the samples on the dates fixed for this purpose, the expenditure incurred on TA/DA of the Corporation's nominee shall have to be borne by the supplier and such failure will not entitle the supplier to ask for any extension for delivery time.

8. Changes in specifications:

(a) The Corporation/ purchasers should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

(b) In case the goods are not supplied according to the specifications and it is decided to retain the inferior goods at the discretion of the Corporation/ purchaser, the supplier will be entitled to receive the payments at the rates fixed by the Corporation/ purchaser after taking into consideration and unsatisfactory quality of the material supplied and not rates mentioned in the purchase order.

9. Right to Terminate or Alter the Contract: :

If at any time during the terms of this contract the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the raw materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready

for dispatch and may award compensation to the supplier for the raw material already procured or may in its option allow the suppliers to utilize the raw materials and make it ready for dispatch within such period as may be reasonable.

10. Marking:

The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made there-under for marking of all the goods supplied.

11. Packing:

The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract.

12. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in any one or more of the following:

- i) Design & Printing.
- ii) Place of delivery.

13. Claim of Sale Tax:

Where sale tax is claimed and provided as payable in the supply orders. Payments of the same will not be made unless the following certificate is given along with the bill.

Certified that sales tax claimed in this bill is legally payable by Corporation / purchaser and has been paid/will be paid by us to the sales tax authorities, our sales tax registration NO. _____ Central/State _____

14. Warranty:

(a) The supplier warrants that the goods supplied under this contract are new, unused, of the most recent and incorporate all recent improvements in design, printing and materials unless provided otherwise in the contract. The supplier further warrants that the Goods supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty shall be delivered or performed by the supplier within two months (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

15. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract.** It is **admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ purchaser.** Subject to

Clause 17, if the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

The Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

16. Default & Risk purchase:-

(a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of MD/ CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

b) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

17. Force majeure:-

17.1 Notwithstanding the provisions of Clauses 15 & 16, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

17.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

18. Penalty Norms on account of supply the inferior quality of Non Woven Cloth (Non Laminated) bags .

The material should be strictly supplied to conform their conformity to the contract, In case any deviation in technical specification reported sub standard in Test Report by designated lab, same

Goods shall be consider to be accepted as per clause no 8 (b) above with imposing penalty as per the norms given below **and same to be recovered from the payments/dues of the supplier.**

18.1 Penalty deviation in length and width

18.1 For all types of bags up to 10 kg capacity, hand- made paper labels .

Deviation from - To Penalty

Deviation (cm)	Penalty in %
(-) > 0.01 to 0.09	0.1
(-) >0.09 to 0.49	0.5
(-) > 0.49 to 0.99	1.0
(-) > 0.99 to 1.49	1.5
(-) > 1.49 to 1.99	2.0
(-) > 1.99 to 3.00	4.0

18.2 Non Woven Cloth (Non Laminated) Bags:-Incase of variation in weight & size of item, penalty shall be imposed as per deduction norms for size proposed at clause no. 18.1 and weight asunder:-

% variation from prescribed standards	Penalty (%)
Upt o 5 %	0%
Beyond to 5%	3%
Beyond 7%	5%

19. Terms of payments:

(A) All invoices shall be prepared in quadruplicate in the name of name of National Seeds Corpn. Ltd. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized agent. Every invoice shall bear a certificate that.

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

Invoice should have GST Nos printed on them (If applicable), In the Tax invoice, cost and Tax, (VAT) amount shall be mentioned separately, in case GST claimed and bear a certificate as per clause no. 13 above. Invoice to be sent in **duplicate to concerned consignees and two copies to NSC, R.O.**

(B) Unless otherwise specified in the contract, 90% of the invoice value would be paid by NSC against proof of delivery of the material at destination and small Scale ancillary unit having single point registration certificate issued by MSME’s registered with NSIC shall be paid 95% of the invoice value through **RTGS** after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc on pro-rata basis or as decided by the Corpn. **The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., MICR code no. Permanent Account No (PAN) In Annexure “B” Section III.**

(ii) Balance 10% or 5% of the invoice value, as may be applicable shall be paid on receipt of test report from designated lab of samples after making necessary deduction if any reported sub standard as perdeduction norms given in clause no 18 above.

20. Settlement of disputes:

All disputes 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 Chairman-cum-Managing Director of the Corporation/ purchaser and in the absence of CMD, the highest Executive Officer of the Corporation shall make such appointment. The venue of arbitration shall be **at New Delhi**. The court of law **at 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 the 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 provision of Arbitration & Reconciliation 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 arbitration of one of the 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.

21. Refund of Security Deposit:

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

22. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under "DEFAULT AND RISK PURCHASE" and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

23. It is understood and agreed by the contractor that the prices charged for stores/supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs100 non judicial stamp paper and uploaded

SECTION-III

TENDER FORM

From.....

.....
.....

To
The Regional Manager
National Seeds Corporation Limited
UAS Hebbal
Bangalore-560024

Sir,

(i) I/We _____ have read the tender documents as issued by National Seeds Corporation. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I /We agree to keep the offer open for acceptance for a period of 60 days from the date of tender opening.

(iii) I /We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

(iv) I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period of 30 days from the date of placing the order.

I offer to supply the following items;

Item _____ Qty. applied for (full or 50% qty.) _____.

UTR No./Transaction ID No. _____ dated _____ for
Rs. _____ (Rupees _____

_____) drawn in the name of National Seeds Corporation, New Delhi towards payment of the earnest money is through RTGS or NEFT.

OR

We are a small scale unit registered with N S I C under ministry of MSME for item _____

under single point registration scheme after 30.6.81 (photocopy of registration certificate is enclosed)

Our Registration No. is _____

(v)I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a)I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 60 days from the date of tender opening.

(b)I/we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi)I/We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____

(vii)I/ We have read the arbitration clause in Section-I & II of part 'B' of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**

(viii)This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(ix) Income tax PAN No :-(a copy is enclosed herewith).

(x) GST No.:(a copy is enclosed herewith).

(xi) **Company profile in the prescribed proforma given in Annexure- B of Section III of part "B" of Tender Document and duly signed & stamped specification for the items of Part "A" and the terms and conditions of Section I & II of Part "B" contained in the Tender document is kept in a separate cover, marked 'Technical & Commercial Bid'.**

(xii)**Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part B of Tender document .**

(xiii)I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid and the firm is found suitable during spot verification by NSC's officers.

(xiv)I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

Phone No: - -----

Mobile No.-----

SEAL

SECTION-III

Annexure-A

FORM FOR PRICE BID

From.....

.....

.....

To
The Regional Manager
National Seeds Corporation Limited
UAS Hebbal
Bangalore-560024

Sir,

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

FORM FOR PRICE BID

S.No.	Item	1	2	3=(1+2)
1.	Non Woven Cloth Bags	F.O.R Unit Price including loading ,unloading, insurance, packing, handling, transport charges etc. (in Rs.) without GST	* GST (in Rs.)	Total F.O.R unit price inclusive of GST (in Rs.)

***GST % applicable should be mentioned separately as attachment.**

We agree to the terms and conditions specified in the tender No..... It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

Thanking you,

Place: -----

Date: -----

Signature: -----

Name of Authorized Signatory: -----

Address:-----

Phone No: - -----

Mobile No.-----

SEAL

NOTE: Our rates are F.O.R door delivery at NSC's Godown/destinations.

SECTION-III

Annexure-B

FORM FOR TECHNICAL BID

To
FROM.....
Regional Manager,
National Seeds Corporation Ltd.,
.....
UAS Campus, Hebbal
.....
Bangalore-560024

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/partnership/ Pvt. Ltd.company/society/Ltd.etc. with its Registration No.	Names& contact no. of Proprietor's/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Details of the Past Experience for manufacturing and or supply of item quoted with list of clients and value of materials supplied (last two years) (attach copies of PO):-

S.No.	Name of the Govt. Agency/Govt.Deptt./Company	Year of supply	Items Supplied	Quantity & Amount

3. Capabilities with respect to personnel, equipment and manufacturing facilities with details:

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of machines/equipments with full details per day capacity (Item Quoted).
			1. Raw Material Storage Cap :- 2 .Bags/qty. Storage Cap:- No. of Bags/MT	1 Cloth/chemical/paper Manufacturing Facility(Own/Hired):- 2. Cloth/paperPrinting Facility (Own/Hired):- 3. Bag Stitching Facility(Own/Hired) :-

Attached Consent Letter from Concerned Firm in case of Hired Facility.

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by

Statutory Auditor of last 3 years along with copies. Average of annual turnover for last three years should not be less than three times of quoted value of offer: However for MSMEs Average of annual turnover for last 3 years should not be less than quoted value of offer.

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

5 Registration::

GST No.	

6. Income tax Details::

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

7. Particular of Banker:-

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

8. MSME registration details:

(a) With NSIC

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

(b) With Other Authorities.

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

9. Startup Enterprises registration details:

(A) With DIPP

Registration No.	Validity period	Registered item/items	Quantitative Capacity	Monetary limit

10. EMD

Transaction ID	Date	Remark

11. A undertaking on Rs 100, Non judicial stamp paper or self attested stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1.

12.An affidavit on Rs 100 non judicial stamp paper or self attested that **Price Charged for stores /Supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any** Govt. Department /Institution /Public Enterprises/Undertaking during the period of contract as per Performa attached in Annexure A-2.

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

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

Phone No: - -----

Mobile No.-----

SEAL

Note: -All particulars are to be filled properly & correctly if required extra sheet can be attached).

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: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership if proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous year.
7. Copy of GST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt.Organizational.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Sample of items
11. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
12. MSME registered with NSIC, Startup Enterprises registration, Other Authorities Certificate with proper validity for quoted item.
13. Other document if any in support of the tender.
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. / Sami Govt. Organizations.
16. Balance Sheet for last Three years.
17. Annual Turn Over of the firm should not be less than Three times of quoted value of the Offer. However, for MSME Av.Annual Turn Over of the firm should not be less than quoted value of the offer. In case of Startup Enterprises above condition will be applicable as per rule.
18. Evidence of access to financial resources.

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

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____ date of 2012 by _____ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the National Seeds Corporation Ltd., BeejBhavan, Pusa Complex, New Delhi-12 (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 upto 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.

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 Bhavan, 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 andM/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 Certification and packing materials 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 specifications quantities and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

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

SETTLEMENT OF DISPUTES

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

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

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, Incharge of the Bureau of Public Enterprises. The Arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special

Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

For and on behalf of the supplier

for and on behalf of the National Seeds Corporation Ltd. Bangalore.

Witness

- 1.**
- 2.**
- 3.**

Witness

- 1.**
- 2.**

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 byhereinafter referred to as the Buyer and the first party, proposes to procure goods / services through tender no. hereinafter referred to as goods, of the first part is a CPSE under Ministry of Agriculture, Government of India.

and M/s _____, represented by, _____ Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignees), hereinafter referred to as the Bidder/Seller and the second party, is willing to offer/has offered the stores. Whereas the Bidder is a (status of the bidder) constituted in accordance with the relevant law in the matter.

2. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the completion of the contract.

Commitments of the Buyer

3. The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2 The Buyer will treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Buyer will report to the CVO office of any attempted or completed breaches of the above commitments on the part of Bidder under Integrity Pact.

4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-

5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

5.5 The Bidder further confirms and declares to the Buyer that the Bidder is Competent to offer for stores /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Company Code of Conduct

7.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

(ii) The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

(iv) To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

(vi) To cancel all or any other Contracts with the Bidder.

(vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

(viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

(ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

(x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

(xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

8.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. Fall Clause

9.1 The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and

the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

9.2 The Bidder shall strive to accord the most favored customer treatment to the Buyer in respect of all matters pertaining to the present case.

10.Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

11.Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. New Delhi.

12.Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13.Validity

13.1 The validity of this Integrity Pact shall be from date of its signing and extend till satisfactory closer of the Contract.

13.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

The Parties hereby sign this Integrity Pact at _____ on _____ .

BUYER BIDDER

CHIEF EXECUTIVE OFFICER
Company Name

Witness

1. _____

1. _____

2. _____

2. _____

SECTION-VII

DESPATCH DESTINATION

The non woven Cloth bags shall be supplied to the following locations of the NSC on the F.O.R. Basis (Door delivery at NSC's godown).

S.No.	Area Office
1	Bellary
2	Chikballapur
3	Raichur
4	Haveri
