

NATIONAL SEEDS CORPORATION LIMITED
(A Government of India Undertaking)
Regional Office : Kolkata



(COMPETITIVE BIDDING NO.PRODN./KOL/2015/01)

TENDER DOCUMENT FOR ORGANISING CERTIFIED SEED PRODUCTION.

LAST DATE & TIME FOR RECEIPT OF BIDS: 20.11.2015 upto 1:30 PM

DATE & TIME OF OPENING OF BIDS : 20.11.2015 at 2:30 PM

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE : KOLKATA (WB)**

TENDER DOCUMENT FOR ORGANISING CERTIFIED SEED PRODUCTION

1. Instruction to Tenderer :
2. General terms and conditions of the contract:
3. Tender Form - :
4. Details of Bank Guarantee in lieu of Security Deposit:
5. Form of Contract (Agreement):
6. Pre-Contract Integrity Pact:



राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम)

मिनिरत्न कम्पनी

An ISO 9001:2008 Certified)

फैक्स 011-25846462

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

☞ Mini Ratna Company

(CIN : U74899DL1963PLC003913)

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Regd. Office: BEEJ BHAWAN, PUSA COMPLEX

NEW DELHI-110 012 (INDIA)

Website: www.indiaseeds.com

Ph.: 25842383, 25846272, 25846292, 25846295

E-mail – nsc@indiaseeds.com

No.Prodn.10/NSC-KOL/2015-16/

Date: 10.11.2015

Public Tender Notice (NIT)

Subject.: Production and Processing of Certified Seeds of Agricultural Crops

Tender No. : **PRODN./KOL/2015/01**

Sealed tenders are invited Under Two Bid System 1. Technical Bid 2. Financial Bid from reputed Seed Companies/Co-op. of Societies/ F.P.O.'s **having OWN seed processing facilities & Storage, duly registered with S.S.C.A** for organizing seed production and processing for and in the name of NSC of Certified Seed for different crops covering different varieties as shown below in Annexure-1 during Rabi 2015-16. Tender Documents can be purchased from R.O.S'/A.O.S' of NSC on payment of Rs. 500/- (Non Refundable Tender Fee) by cash to be deposited in Office or by DD payable to **National Seeds Corporation Limited** and drawn on any scheduled Commercial Bank. The tender documents can also be downloaded from www.indiaseeds.com for which the tender fee shall be deposited by DD as above along with Technical Bid.

Only MSME's are exempted for payment of Tender Fee subject to valid documentary proof of registration with NSIC.

Last date for submission of completed Bids (Two Bids) 20.11.2015 up to 1:30 PM

Opening of Technical Bid : 20.11.2015 at 2:30 PM

Opening of Financial Bid : 20.11.2015 at 4:00 PM

(REGIONAL MANAGER)

ANNEXURE-1

National Seeds Corporation Limited
Regional Office-Kolkata

Details of Certified Seed production programme to be organized through NIT during Rabi 15-16 in WB & Orissa states. The mentioned Quantities are for finally packed seed to be produced & supplied to NSC (in Qtls).

Sr. No.	Crop	Variety	Year	Class	Production (Qtls) in state of -----		
					WB	Orissa	Total
1	Paddy	Lalat	1989	CS	800	300	1100
2	-do-	Naveen	2006	CS	800	200	1000
3	-do-	GB.-1	2008	CS	2000		2000
4	Mustard	B-9	1982	CS	1450		1450
5	-do-	M-27	1978	CS		430	430
6	Hyb. Maize	HQPM-1	2007	CS	5000		5000
7	Lentil	Asha/B-77	1982	CS	350		350
8	-do-	K-75/Malika	1986	CS	300		300
9	-do-	WBL-58/Subrata	1995	CS	220		220
10	-do-	Moitree/ WBL-77	2009	CS	3000		3000
11	Moong	IPM 02-14	2011	CS		2000	2000
12	-do-	IPM 02-03	2009	CS		2000	2000
13	-do-	HUM-16	2006	CS		2000	2000
14	Urid	Ujala/OBG-17	2006	CS		500	500
15	-do-	IPU 02-43	2009	CS		1000	1000
16	Lathyrus	Nirmal		CS	4000		4000
17	Groundnut	K-6	2005	CS		4000	4000
18	Potato	Kufri Jyoti	1975	CS		2000	2000
		Total			17920	14430	32350

The production allotted to Orissa state can also be organized in the state of West Bengal, if no party quotes for the service charge for production in Orissa state & vice-versa. The state wise allotment is mainly based on the suitability of season in respect of production in that state or requirement/demand for state specific production for supply.

(REGIONAL MANAGER)

TWO BID SYSTEM

Two independent sealed envelopes should be prepared as detailed below:

- **ENVELOPE NO.1 (SEALED)**

This envelope should be marked as ENVELOPE NO.1 – TECHNICAL BID FOR PRODUCTION OF CERTIFIED SEED DURING RABI 2015-16 and should contain in Part “A” (Technical Bid) with covering letter on letter head (Tenderer should invariably mention their name, address etc. on left hand side of envelope for clear identification)

- **ENVELOPE NO.2 (SEALED)**

This envelope should be marked as ENVELOPE No.2 – FINANCIAL BID FOR PRODUCTION OF CERTIFIED SEED DURING RABI 2015-16 and should contain in PART “B” (Financial Bid) (Tender should invariably mention their Name, Address etc. on left hand side of envelope for clear identification.

- Both the envelopes should be placed in one big sealed envelope super scribing “TENDER FOR PRODUCTION OF CERTIFIED SEED DURING RABI 2015-16. The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, R.O, KOLKATA.
- Tenderer must affix seal and put address on each envelope.

SECTION - I
INSTRUCTIONS TO TENDERER

1. ADVICE FOR TENDERERS: - The tenderer are advised in their own interest to carefully read the tender document 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.

2. ELIGIBILITY CRITERIA:-Only those Tenderers may submit their offer who are having their owned Processing & Storage facilities registered with SSCA. The criteria as fixed as per the required documents in Section-III.

3. SUBMISSION OF OFFER: - Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary. Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.

4. DELIVERY OF SEEDS:- The delivery period shall be as prescribed in the tenders. Only those parties should participate in tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause relating to liquidated damages which shall be binding in section -II.

5. QUOTATION OF PRICES: - A) Tenderer shall give the rates of service charges in words as well as in figures. There should be no alternations or over writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Organizer. Any correction not attested in any tender form will lead to rejections of the Tender.

B) The rates should be quoted for the offered items on the basis of Ex- Godown inclusive of all taxes(including VAT, Turnover Tax Modvat, etc), Duties (Excise, Special Excise, Cess etc).

6. 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.

7. EARNEST MONEY: (a) Each offer should essentially be accompanied by Earnest Money of **Rs. 2,00,000.00/- (Rs. TWO LAKH ONLY)** by way of Demand Draft drawn of Nationalized Bank in favour of "**NATIONAL SEEDS CORPORATION LIMITED**" payable at Kolkata. This earnest money deposit is required irrespective of

the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. The EMD shall not be entitled for any interest amount payment whatsoever. **CHEQUES WILL NOT BE ACCEPTED.**

D.D. for EMD shall be placed in the enveloped super scribed Technical Bid.

(b) Indian Producers/ manufacturers/suppliers who are Micro small medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme are exempted from payment of earnest money deposit provided they 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 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

8. FORMAT AND SIGNING OF TENDER: - (a) Tenderer is required to submit their tender as per the prescribed Performa given in the tender document in terms of Clause 23 A of Section I. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered sequentially and** shall be signed by the tenderer or a person or persons duly authorized to sign the Tender document. The letter of authorization shall be indicated in written Power of Attorney and accompanied with the Tender.

(b) All pages of the Tender except for un-amended printed literature shall be initialled by the person or persons signing the Tender with stamp.

(c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the bid.

9. PROCEDURE FOR SUBMISSION OF TENDER: - The tenderer shall seal the tender in separate inner envelopes, duly super scribing the envelopes as ENVELOPE NO.1 – TECHNICAL BID FOR ORGANIZING CERTIFIED SEED PRODUCTION PROGRAMME DURING RABI 2015-16 and ENVELOPE No.2 – FINANCIAL BID FOR **SERVICE CHARGE** FOR ORGANIZING CERTIFIED SEED PRODUCTION PROGRAMME DURING RABI 2015-16.

Technical Bid envelope shall be enclosed with to include Tender Form Section-III(A), Instruction to Tenderer (Section –I), Terms and Conditions of contract (Section-II) of

tender document , EMD Tender Form (Section-III) along with documents as per the check list and other document, if any, in support of offer. All papers should be initialled with stamp by the person or persons signing the bid.

PRICE BID envelope Shall be enclosed with to include prices as per clause-5 A & B of Section-I of the tender document duly filled in Price Form (Section- III B).

Both the envelopes of Technical Bid and Financial Bid together shall be placed in separate sealed envelope addressed to **Regional Manager, National Seeds Corporation Ltd., Kolkata** and super scribing thereon "Tender for Seed Production & Processing during Rabi 2015-16"

THE OUTER ENVELOPE SHALL INDICATE THE NAME & ADDRESS OF THE TENDERER TO ENABLE TO BE RETURNED UNOPENED IN CASE IT IS DECLARED "LATE ". **If outer Envelope is not sealed and marked as required above, NSC will assume no responsibility for the bid's misplacement or premature opening and may be subjected to rejection to be decided by the Tender Opening Committee.**

10. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be submitted at address specified, not later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the NSC, the Tender will be received up to the specified time on the next working day.

11. LATE TENDER: - Any Tender Received by the purchaser after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected and/or returned unopened to the Tenderer.

12. OPENING OF TENDER: - The Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Kolkata. The envelope containing the "**Technical Bid**" shall be **opened on the date of opening tender**. The "**Price Bid**" shall be opened upon examination of the **Technical Bid** for the Tenderer's qualifications and acceptance there off by the Corporation if found in order as per eligibility of Technical Bid.

13. CLARIFICATION OF BIDS:-To assist in the examination ,evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer 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.

14. FORFEITURE OF THE EARNEST MONEY: - Earnest Money may be forfeited.

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.

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

(i) To sign the contract in accordance with Section V, or

(ii) To furnish security deposit in accordance with clause no 23(b) of section I.

15. 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.

16. VALIDITY OF OFFER: The tenderer shall keep their offers open for acceptance for a period of 60 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.

17. AWARD CRITERIA: - Subject to Clause No. 21 NSC 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.

18. CORPORATION'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: - The Purchaser / Corporation reserves the right at the time of award of contract to increase up to 25% of the quantity of seeds specified in the schedule of requirements without any change in price or other terms & conditions.

19. CORPORATION'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 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.

20. 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.

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

22. CONTRACTS:

a) SIGNING OF CONTRACT: - The successful tenderer within 15 days from date of issue the Job Order, shall sign the agreement with date as per the format given in Section -V of the tender document. The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed 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 tenderer and send typed agreement for signature of the tenderer. The cost of stamp paper shall be recovered from the tenderer payments.

(b) SECURITY MONEY: - The security deposit in the form of Demand Draft or irrevocable Bank Guarantee of any Nationalized Bank only on per qtl basis i.e. **Rs.100/- per qtl. For all Crop(s)** to the total contracted quantity shall have to be

furnished within 10 days by the successful organizers. In case of Bank Guarantee, it shall be furnished in two parts (i.e. 50% + 50%) valid up to.....(for example **31st July 2016 & 31st October 2016** respectively in case of ----crop(s)
Failure of the successful tenderer to comply with the requirement of clause 23 (a) & 23(b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

Table-1

Sr. No.	Crop	Bank Guarantee Valid up to	
		1 st 50 %	2 nd 50%
1.	Mustard/Lentil/Lathyrus/Potato/Moong/Urid	30.12.2016	30.04.2017
2.	Paddy/Hyb. Maize/Groundnut/	30.07.2016	30.11.2016

23. REFUND OF EARNEST MONEY:-

Unsuccessful tenderer: In case of unsuccessful tenderers who do not, withdraw their offers before the receipt of final decision, the earnest money deposited shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same

(B) Successful Tenderers:

(i) The successful tenderer shall deposit the security money within 15 days from the date of issue of job order, deposit or furnish Bank guarantee in the manner indicated in Section-IV of the tender document towards security for the due fulfilment of the conditions of the contract and sign and date agreement as per the format given in Section -V of the tender document.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/them. No interest shall be allowed on earnest money.

(iii) The 50 % amount of security deposit will be released after completion of supplies of contracted quantity within cut off date, balance 50% S.D. will be released after 30.11.2016 for Paddy/Hyb. Maize & 30.04.2017 for other crops, subject to the deal is deemed to have been completed satisfactorily and there are no serious complaints from the farmers regarding the germination and quality of the seeds supplied by the organizer.

NOTE: Duly signed with stamp on each & every page of Section-- I i.e. "Instruction to Tenderer" to be placed in the envelopes marked "Technical Bid.

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SECTION - II

TERMS AND CONDITIONS OF THE TENDER

1. Transfer and Subletting: - The Seed Organizers/Producers/Cooperative Societies and Seed Companies i.e. tenderer 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 tenderer 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 tenderer of the same and the tenderer 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 tenderer shall make good the amount so payable and the expenses incurred on that behalf.

3. Signing of Agreement & Security deposit:-

The tenderer shall within 15 days from the date of issue of Job Order furnish security deposit along with agreement on non-judicial stamp paper of required Value with the Corporation. The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled **Nationalized** Bank payable at Kolkata in favour of **National Seeds Corporation Ltd.**,

OR

(B) By means of Bank guarantee as per prescribed Performa, enclosed under Section-IV of Part-B of the tender document, issued by any **Nationalized Bank of any branch** and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

The successful Seed Organizers/Producers/Cooperative Societies and Seed Companies i.e. tenderer shall be required to organize seed production programme during **Rabi 2015-16** season to deliver the contracted quantity to the NSC within scheduled time. The tenderer is required to indicate quantity of Foundation/Certified seed utilized its source and the source of FS/CS seed being procured by him so as to ascertain its authenticity. The NSC will have access to the premises of production and processing of the Organizer at all times and shall have the authority to inspect and examine the fields and material intended to be supplied. It is absolutely essential that the Organizer must indicate the area of production and processing such as District(s), Town(s) in the State(s) for the seeds to be produced, processed and supplied. The Officers of the NSC on inspection and supervision are likely to give instructions to the Organizer which should be strictly followed. If the instructions so given are not followed by the Organizer the production programme and or the produce of its at any stage shall be rejected by the Corporation and will not have any financial liability

towards losses of the tenderers. The Tenderer/Organizer should furnish details for the quantities of seeds being produced and tendered to NSC in envelope No. 1.

4) The seed produced out of seed production programme organized should be cleaned, graded and processed at Mechanical Processing Plant as approved by the Seed Certification Agency. In no case hand processing material shall be accepted. Only those Organizer who have mechanized processing facilities need therefore to participate in the tender. For the purpose of better supervision the Organizer will have to process all the contracted produced seed stock strictly at one location only. For this purpose the Organizer should furnish the details in envelope No. 1.

5) The tenderer shall be required to furnish the competency details as enlisted below to enable the Corporation to judge the competency of the Organizer. The Tender will be accepted or rejected on the basis of competency details.

a) FACTUAL DATA:

The past performance of the organizer in respect of production of CERTIFIED/ FOUNDATION SEED TO NSC or any other agency during past years should be furnished in envelope No. 1.

b) The reputed seed Company means it should have good image all over the state or country and should indicate about technical support for high quality production, processing and supplies of desired quantity of Certified Seeds. Please mention in competency details.

c) Organizer should give details of availability of Foundation seed to the company in competency details.

6) The Organizer shall produced Certified seeds dully Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards and also specifications of the Seed Act-1966.

7) ADVANCE PAYMENT:- Advance payment will be made to individual grower registered with SSCA by NSC at par with NSC's own growers' advance rate after submission of following details of individual growers whose raw seed is received on Processing Plant:-

- I. Name & Address of the Grower (b) Area registered with SSCA (c) Area finally certified by SSCA (d) Estimated yield given by SSCA (e) Number of Bags of Raw seed (f) Quantity of Raw seed in qtls. (g) Lot no. allotted by SSCA (h) 80% Seed advance rate (i) Amount of Advance (j) Details of Bank Account on following condition:- (A & B)

A) Insurance cover in favour of NSC for the value of the seed will be submitted by organizers at his own cost against fire, theft, burglary & fraud having validity at least upto 30.07.2016 for Paddy/Hyb. Maize & 30.12.2016 for rest crops.

B) Organizer will collect raw seed at his processing plant against 100% irrevocable Bank Guarantee from Nationalized Bank valid up to 30.11.2016 for Paddy/Hyb. Maize & 30.04.2015 for other crops. In case of failure of seed lot, organizer holds sole responsibility of advance payment recovery from grower.

The production Subsidy, if any should only be paid by NSC directly to the growers account through RTGS/ NEFT.

8) Even if the seed meets the Certification standards, the Corporation reserves the right to reject the stocks if they are rain touched, lacking lusture and on the grounds of admixture found in the growing stage by the supervisory staff of the Corporation. The Certified seed can also be rejected at the receiving ends of the Corporation if the container is found damaged, underweight and low-grade beyond tolerance limit then the advance payment made to grower of such lot quantities will be recovered by organizer from grower and same will be deposited with NSC.

9) The Organizer shall pack only standard certified seed in Jute/ Hessian / HDPE bags supplied by the NSC as per the crop-wise specification of the processing materials. It will be obligatory for the successful Organizer to use NSC's packing material such as Jute/Hessian / HDPE bags and labels for entire supplies so as to maintain uniformity of crop-wise containers.

10) The NSC shall supply printed Jute/ Hessian / HDPE bags, labels and thirum. If the thirum quantity is found less than recommended dose either at seed processing plant or receiving unit then the payment of thirum will be deducted from payment payable to organizers.

11) The details of the lot(s) supplied to each consignee of the NSC shall be indicated to the Corporation's Head Office / Regional Office along with the bill.

12) The tenderer shall be responsible for all works to be done for registration of the production programme of Grower, farmers in name of NSC to be registered with SSCA.

13) **The service charge should be quoted on per quintal basis** without Jute/ Hessian bags/ HDPE bags, treatment material and labels for fresh Certified processed, bagged and further packed in gunny bags wherever applicable on **Ex-godown** basis. Loading charge will be borne by transporter. However Vat, Sale tax & other taxes, if any levied in the production state(s) will have to be borne by the Organizer including market fees too.

14) All the required SSCA charges right from seed production programme registration up to packing of seed will be paid by NSC. Organizer shall collect the Registration fee, field inspection fee & sample testing fee from grower on behalf of NSC and shall remit the same to NSC for onward depositing of the same with SSCA well in time. Further the organizer will assist in executing NSC Growers Agreement with the individual grower on Rs-100/- Non-judicial Stamp Paper.

15) NSC will draw representative samples of the final cleaned/ graded seed lots offered by the organizer and will get analyzed in NSC's, Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be finally accepted by NSC.

16) Failure to deliver less than 90% of approved quantity shall entitle NSC to impose penalty @ 10% of the value of the shortfall in supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark. In case, organizer fails to deliver any quantity or does not supply any quantity, NSC reserves the right to forfeit the EMD and security amount and initiate proceedings against the Organizer as per law.

17) For the short supply of seed quantity due to failure in the QCL and/or STL but passed in STL and/or QCL, the CMD of NSC may consider reducing or waiving off the penalty seeing the genuineness and merit of the case.

18) The un-used/excess Jute/Hessian bags/ HDPE bags, and truthful labels supplied by the Corporation should reach Area Office/ Regional Office within a week from the date of last consignment dispatched by the Organizer, duly acknowledged by NSC Representative of Area Office at nominated centre.

19) For releasing final payment to grower for packed quantity, organizer will have to submit NSC's I.D.P. Notes / GR Notes/ Bills having following details along with documents:

(a) Full Name and Address of the Grower with certified area (b) Lot no. (c) Quantity packed (d) Section-9 Certificate No. /Date (e) STL/QCL report No./Date (f) Procurement rate (g) Payable amount (h) Amount of advance paid (i) Net amount payable (j) Bank details, etc.

20) During the course of organization of production programme and supply of seed to NSC, if any losses incurred to Organizer, NSC will not be responsible for damages, losses.

21) The responsibility of genetic purity and germination would be solely upon the Organizer. In case of any complaint, the Organizer would be responsible for making good losses to the farmers and/ or the NSC. For this 10 % of the total amount payable to the Organizer on account of service charges shall be retained as retention money which will be released not earlier than **30.11.2016 for Paddy/Hyb. Maize & 03.04.2017 for other crops** and will not carry any interest. The retention money can be released against the 100% irrevocable Bank Guarantee from Nationalized bank equal to retention money. If required, NSC may conduct the Grow out test at its own/Government land for identifying the genetic purity and only lots qualified in the Grow out test will be procured by the NSC.

22) The Organizer shall prepare the Tax invoice (**For service charge only**) in the name of National Seeds Corporation Limited, Kolkata in duplicate & submit the same along with the proof of delivery in respect of each consignment, duly acknowledged on Gate Pass/ L.R. copy by NSC representative and SCA release orders of SCA to Regional Office. If these documents not enclosed with the invoice, the payment of such lots/quantities will be withheld till submission of documents though the seed is supplied/ dispatched by the organizers. There after within 15 days 90% of service charge payment shall be released. The Bill/ Invoice should essentially be accompanied

with a Certificate incorporating that the seeds are supplied out of production programme registered in the name of NSC. The invoice should also contain the lot wise details. The VAT / CST No. should be invariably indicated in the invoices.

21) Procurement Policy: The procurement price to be paid to grower shall be decided based on APMC average of highest rates (Minimum qtls. per day receipt in mandi) of designated mandis by NSC & for the period ...Production subsidy wherever & if applicable (in Case of Varieties less than 10 years). For varieties more than 10 years, no production subsidy will be payable.

The seed organizers will have to give the details of growers including their bank account number so that payment of production subsidy amount, if any, will be made directly to growers account. In case of crop/varieties which are not eligible for production subsidy, NSC will pay applicable seed production incentive directly to seed grower's bank account. The service charges are expected to be submitted accordingly clearly knowing this clause.

22) Organizer will be responsible for receipt of Raw seed, grading, submission of STL & QCL samples in time, packing of pass LOTS, returning of low grade /undersize seeds to growers. In case of failure of lots in both the laboratories i.e. STL & QCL, then organizer shall return the Lots to concerned growers by depositing advance payment paid for such lots by NSC & organizer shall settle the matter with the growers. Service charges will be paid on finally packed quantity on per qtls. basis.

(A) The rejected seed stocks by the Corporation at their receiving ends or in the processing plants of the successful Organizer shall not be used for resale by the supplier in the Corporation's container.

(B) In the event of Lot fails in QCL but Pass in STL, NSC shall not procure such Lot & will transfer its ownership to organizer (Change of marketing) and organizer will ensure the settlement with grower by depositing the seed advance to NSC. Any complaints received for such Lots, the organizer will be solely responsible for all the consequences.

(C) In the event of Lot failed in STL but pass in QCL, NSC shall not procure such Lot & it will be returned to the grower after ensuring settlement with the grower by depositing the seed advance to NSC

23) The successful Organizer shall have to execute the agreement on Non Judicial stamp paper of required value within 15 days of awarding the contract to him at his cost. The successful Organizer/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper of Rs. 100/- in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.

24) Final agreement will be signed by Regional Manager of NSC, Kolkata, on behalf of the Corporation, other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by others employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as per clause No. 23rd of section- I of the tender form.

25) The Organizer shall be solely responsible for any complaint with regards to quality aspects in seed processed & supplied by him. If any disputes arise about quality of supplied seed at any point, the Organizer shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ MOU committee/ other court or any other authority.

26) In case after allotment of seed production programme, if the Organizer do not implement the said seed production programme/ not execute the Agreement/ not deposit S.D. within time schedule, then amount of EMD will be forfeited without assigning reasons thereof read with Section-15 of the Section-II of the tender Form .

27) It is the responsibility of Organizer to keep the stock safe & in good condition where the Corporation has paid advance. It will be the responsibility of the Organizer to ensure the stock for fire, flood and theft at his own cost.

28) The Organizer will not sell or move the stock without the written permission from NSC especially where the corporation has paid raw seed advance & will not hypothecate or pledge the stock. **Moreover the corporation has right to sell or to move or dispose of such stock at its own discretion.** The breach of this condition by the organizer shall be treated as criminal offence.

29) That Organizer should offer the variety-wise quantity & Service charges for fresh quality certified seed in price bid in separate envelope **(Financial Bid)**.

30) The Organizer who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the tender.

31) Default & Risk purchase:-

(a) Should the Tenderer/ Organizer fail to have the stock ready for delivery as aforesaid, or should the Tenderer/Organizer 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 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.

32). Force majeure:-

- a) Notwithstanding the provisions of tender form, the Tenderer/Organizer 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 mentioned therein below.
- b) 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.
- c) 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.

33) 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/tender shall be referred to the Sole 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.

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.

34) Refund of Security Deposit:

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

35) Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier, Tenderer, organizer 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.

OTHER TERMS AND CONDITIONS:-

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The organizer shall be required to supply the seed at agreed service charge rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for organizing certified seed production programme to more than one organizer.
3. NSC may increase the final requirement from the quantity indicated in the NIT. The increase in the quantity may not exceed 25% of the NIT quantity.
4. The tenderer shall be responsible for State Sales Tax/Central Sales Tax/VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
5. The organizer should not be Dealer/ Distributor of NSC.
6. NSC will not be responsible for the losses incurred to the organizer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stock failed in test results & Govt. agency do not release the payment of such supplied failed seed to NSC, then the organizer will bear the cost to the extent of procurement price & NSC will bear rest of the cost. Further organizer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
8. The respective State Governments/Quality Control Inspector may draw the samples of the stock. In case the stock fails in sampling & thereby the stop sale order given/ Civil suit filed with the Court, then the Organizer should lift the balance seed stock of particular lot at his own cost & risk after release by Govt. QC Deptt./Court, further he will be responsible for the consequences of violation of Seed Act 1966

and Seed Rules 1968. In case the complaint arises from the field in respect of these lots or any other lots the organizer will be responsible.

9. That the standard weight of seed container shall be checked at any point of transaction and in case underweight found in the container, NSC will not release payments of such lots to grower. Organizer shall be responsible for the Legal consequences of Weight & Measurements Laws including recovery of fine, if any.
10. The organizer will have to give name of the firm, name of the processing plant, godowns, and their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

.....

Note: Duly signed with stamp on each & every page of “**Section-II i.e. General Terms & Condition of the Contract**” to be placed in the envelope marked “**Technical & Commercial Bid**”.

.....

SECTION-III (A)

TENDER FORM

ANNEXURE- A(I)

Photo of owner

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE : KOLKATA**

Photo of
Owner

RABI 2015-16 SEED PRODUCTION PROGRAMME – TENDER

TECHNICAL BID / COMPETENCY DETAILS:

(1)	Name of Organizer :		
(2)	Address :		
	(i) Office :		
	(ii) Plant :		
(3)	Phone Nos:		
	(i) Office :		
	(ii) Plant :		
(4)	Name of responsible persons to handle the business:		
	Sr.No.	Name of Person	Cell No.
	1.		
	2.		
	3.		
(5)	Registration Certificate No.		
(6)	Seed License No.		
(7)	Seed Certification Agency Plant Registration No.		
(8)	PAN No.		
(9)	CST No. VAT No.		
(10)	(i) Name and Address of Banker:		
	(ii) Account Number :		
(11)	(i) Storage facility	a. Own Godown	----- Sq. feet
		b. Hired Godown	----- Sq. feet
	(ii) Processing facility	a. Own Machine Make _____	Capacity _____ TPH
		b. Hired Machine Make _____	Capacity _____ TPH

12) a. Since how long organizer is dealing in seed production activity

i. Number of Years : _____

ii. Past Performance Details of last 5 years (All Crops put together)

Sr. No.	Year	Name of Agency / Company	Total contracted Quantity (in qtls.)	Total Supplied Quantity (in qtls.)	Percent supply
1.					
2.					
3.					
4.					

(If required separate sheet be enclosed)

b. Last Year (2014-15) supply details to NSC under seed production programme:

(Season – Kharif / Rabi)

(Qty. in Qtls.)

Sr. No.	Crop /Variety	Stage (FS/CS/TF)	Contracted Quantity	Actual Supply	Percent Supply	Reasons for Shortfall
1						
2						
3						
4						
5						

13) Total Physical / Financial Turn over:

Sr. No	Financial Year	Physical Quantity (in Qtls.)	Financial Turnover Turnover in Rs. Lakhs
1	2012-13		
2	2013-14		
3	2014-15		

14) Technical / other Manpower availability details :

Sr. No	Name of Staff	Designation	Qualifications
1			
2			
3			
4			

15) Availability of Breeder / Foundation seeds with organizer:

Sr. No.	Crop / Variety	Stage	Quantity available in Qtls.	Source
1				
2				
3				
4				

16) Proposed production for Rabi 2015-16 season.

Sr. No.	Crop / Variety	Area Proposed Hectares	Quantity Planned Qtls.	Expected Productivity per Hectare	Location of production programme District/ Town
1					
2					
3					
4.					
5.					
6.					
7.					
8.					

17) E M D Details :

- DD No. _____
- Bank _____
- Amount _____

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

1. Copy of valid Registration Certificate from seed Certification Agency.
2. Copy of valid Seed Business License from State Agril. Deptt.
3. Copy of valid VAT / CST Certificate.
4. Photo Copy of Pan Card.
5. Power of Attorney Certificate in case Partnership Firm / Company.
6. _____

Above information is true to our knowledge and belief.

Signature of Organizer/Tenderer :

Stamp

Date: _____

SECTION-III (B)

TENDER FORM

ANNEXURE- A(1)

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING
REGIONAL OFFICE: KOLKATA)**

PRICE FORM SECTION:

CERTIFIED SEED PRODUCTION PROGRAMME RABI 2015-16 SEASON

Sr. No.	Crop/Variety/Class	Quantity Offered (Qtls)	Procurement Rates Criteria	Service Charges on Packed Qty. (Rs. Per Qtl.)	
				In Figures	In Words
1.			As per NSC Policy		
2.			-do-		
3.			-do-		
4.			-do-		
5.			-do-		
6.			-do-		
7.			-do-		
8.			-do-		
9.			-do-		
10.			-do-		
11.			-do-		
12.			-do-		
13.			-do-		
14.			-do-		
15.			-do-		
16.			-do-		
17.			-do-		
18.			-do-		
19.			-do-		
20.			-do-		

Place :

Signature

Date :

Stamp

...

SECTION-III(A)

Annexure-A(2)

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declare that the quoted **service charges** under this contract, our firm has under no circumstance exceeded lowest rate of **service charges** of identical services given to government and semi government organizations.

Name_____

Designation _____

Name of the Organizer Firm/Company _____

Full address _____

Rubber stamp_____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

- EMD.
- Certificate of registration of the firm.
- 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 / previous year.
- Copy of VAT/TIN & CST Registration No.
- If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- Affidavit certificate that not blacklisted and no arbitration case pending in this office.
- MSME registered with NSIC Certificate with proper validity for item of rate offered and showing the monitory limit.
- Other document if any in support of the tender.
- Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
- Affidavit that in no circumstances exceeded lowest price of service charges to Govt. / Semi Govt. Organizations.
- Balance Sheet for last year.

Note: - In absence of any above document, tender may be consider for rejection. To be submitted to NSC in the envelope marked “Technical & Commercial Bid” All the documents should be properly tagged.

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____date of 2015 by _____(hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the National Seeds Corporation Ltd., Regional Office.....(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 fulfilment 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 enforceable against the bank.

4. This guarantee shall remain in full operation upto 31.10.2016 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.

- 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 day _____ between the National Seeds Corporation Ltd., A Govt. of India Company, (Regional Office, Kolkata) 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 and M/s. _____ (herein after called the "organizer" 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 organizing Certified production programme during Rabi 2015-16 invited offers vide tender No. _____ .

AND WHEREAS the organizer submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Job Order No. _____ dated _____ with organizer for organizing certified production programme during Rabi 2015-16 mentioned in Job 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 organizer 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 Chairman cum Managing Director of the Corporation 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 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 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 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 WHERE OF 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, Kolkata**

Witness

1.

2.

3.

Witness

1.

2.

SECTION - VI
Pre-Contract Integrity Pact

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, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 5.5 The Bidder further confirms and declares to the Buyer that the Bidder is Competent to offer for seeds /services in the said tender and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

- 5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

6. Previous Transgression

- 6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Company Code of Conduct

7.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) 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 defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

- (vi) To cancel all or any other Contracts with the Bidder.
- (vii) To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- (x) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- (xi) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

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

9. Fall Clause

- 9.1 The Bidder undertakes that he has not supplied/is not supplying the similar seeds and seed materials at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of the Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.
- 9.2 The Bidder shall strive to accord the most favoured 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 _____ .

Organizer with stamp

Authorized Signatory of NSC

Witness

1. _____

1. _____

2. _____

2. _____