



ISO 9001:2008 & 14001:2004
NATIONAL SEEDS CORPORATION LTD

(A Govt. of India Undertaking)

CIN NO. U74899DL1963PLC003913

Sector- IV &V, Block-AQ, Plot No.-12, Salt Lake, Kolkata-091

Ph.: (O) 033-23671077, Fax: 033-23671076

TENDER NOTICE

No: Prodn-2/NSC-KOL/2015-16//

Dated: 07.12.2015

Sealed tenders from interested parties are invited for supply of Moong (15,000 Qtls) fresh finished product of Certified/TL category. Interested parties may obtain tender document from Regional Office, National Seeds Corporation Limited, Kolkata, up to 2:00 PM on 21.12.2015 on payment of Rs. 200/- (Rupees Two Hundred only) non-refundable. Duly filled in tenders will be received up to 02:30 PM on 21.12.2015. Tenders will be opened on the same day at 03:00 PM at NSC, Kolkata. Tender forms are also available on our website: www.indiaseeds.com. In case the tender document is downloaded from NSC's website, the applicant has to deposit tender form fee i.e. Rs.200/- through Demand Draft drawn in favor of '**National Seeds Corporation Limited**' payable at Kolkata or through RTGS also.

(P.K.Patnaik)

Regional Manager

INVITATION OF COMPETITIVE BID FOR PURCHASE OF SEED

National Seeds Corporation Limited(NSC) intends to purchase following quantity of **certified seed**, duly packed and tagged in NSC bags; from reputed seed producers/organizers/firms/cooperative societies and seed companies through sealed tender under **two bid system**.

Sr. No.	Crop	Varieties	Class	Quantity in (Qtls.)
1.	Moong	SML-668	CS/TL	7,000.00
		PDM-139	CS/TL	2,500.00
		IPM 02-03	CS/TL	2,500.00
		IPM 02-14	CS/TL	2,000.00
		K-851	CS/TL	1,000.00
		Total		15,000.00

TWO BID SYSTEMS:

Two separate sealed envelopes should be prepared as per the details given hereunder;

1. ENVELOPE NO.1(SEALED)

This envelope should be addressed to **Regional Manager** and marked as **“ENVELOPE NO.1—Technical Bid For Supply Moong Certified Seed”** and should contain EMD and Technical bid as per format “Part A” duly filled in and printed on letter head of tenderer. (Tenderer should invariably mention their name and complete address etc. on left hand side of envelope for clear identification)

2. ENVELOPE NO.2(SEALED)

This envelope should be addressed to **Regional Manager**, NSC, Kolkata and marked as **“ENVELOPE NO-2 - Financial Bid for Supply of Moong Certified Seed”** and contain the rates as per proforma “Part B” duly filled in printed on letter head of tenderer. (Tenderer should invariably mention their Name and complete address etc. on left hand side of envelope for clear identification.

3. Both envelopes should be placed in one big sealed envelope superscribing **“Tender For Supply Moong Certified Seed Due For Opening On 21.12.2015”**. The sealed tender document, **sealed with red lac**, should be delivered in the office of the **Regional Manager**, NSC, Kolkata. Tenderer must affix seal with **red lac** and write address on each envelope.

Bank Details for RTGS

(a) A/c Name : National Seeds Corporation Limited

(b) Bank Name : State Bank Of India

(c) Bank Account No. 32920585087

(d) IFSC Code : SBIN0012363

(e) Branch : Sector- V, Salt Lake, Kolkata

TERMS AND CONDITIONS:

1. The tenderer shall present the offer of quantity of above item on his letter-head using offer formats.
2. Rate shall be quoted in per Qtl. on **Both 'Ex-Godown' & 'FOR Delivery to Odisha & West Bengal destinations'** basis for finally cleaned/graded, tested and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claim on account of taxes etc., if any, leviable shall be entertained.
3. The tender shall be accompanied with interest free EMD of **Rs. 1,00,000/- (Rupees One Lac Only)** alongwith in the form of Demand Draft drawn in favour of **'National Seeds Corporation Limited'**, payable at **Kolkata or Trrough RTGS also**. Tender without EMD will be rejected. **Exemption for submission of EMD will not be entertained in any case.** EMD of unsuccessful tenderers, except the lowest bid(s) whose offers total to 100% tendered quantity, will be returned through A/C payee cheque within 45 days of tender opening. Outstanding amount, if any, from the tenderer with NSC will not be considered as EMD.
4. **Tenders in sealed envelope will be received at National Seeds Corporation Ltd., NSC, Kolkata till 02:30 PM on date 21.12.2015 and technical bids as well as financial bids will be opened on the same date and place at 03:00 PM in the presence of those tenderers, who may wish to be present.** Tenders received after the due date and time will be rejected. Financial bids will be opened of only those, whose technical bids are technically qualified after Technical Evaluation by the Technical Bid Evaluation Committee. The decision of the Technical Bid Evaluation Committee will be final and binding.
5. **Price negotiation : In the event of qouted price not being justifiable by management , negotiation can be called for with L-1 party.**
6. In case L-1 bidder fails to supply the total required quantittites, the NSC will split the order among next two or more tenderers and any counter offer made thereafter by L-2, L-3, etc. shall not be treated as deemed to be negotiations as stipulated in point 5 above.
7. In case L-1 bidder fails to supply the seed due to any reason than NSC reserves the right to place order with L-2 party. In such cases the EMD of L-1 party will be forfeited and the party will be **black listed** by NSC.
8. The tenderer will submit a properly labeled/sealed **representative sample of one Kg. seed of each variety of crop** alongwith the sealed tender. Seed stock will be accepted by NSC only if it visibly resembles the representative sample so presented.
9. The tenderer's offer shall be valid for at least for 120 days and will be completed within 2 months.
10. (a) NSC will issue letter of Intent / Purchase order to the successful bidders immediately on taking decission on the offers. NSC shall also issue need based demand Letter/ despatch order. Supply Shall commence on 5th day of

demand letter/despatch order issued by NSC and should be completed **withinstipulated period or cut-off date**.NSC will not be responsible for supply beyond the stipulated time.

(b) The supplier shall sign an **agreement** on receipt of Letter of Intent/ Purchase Order within 5 days and deposit remit security deposit as per clause 12 of terms and condition.

11. Failure to deliver less than 90% of approved quantity, penalty shall be imposed by NSC @ 10% of the value of the shortfall beyond 90% in the supply at the rate agreed to. For delayed supplies, a penalty of Rs. 1% of value of seed delivered late per week or part thereof limited to 5%. However, NSC shall free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.
12. The successful tenderer upon being called to do so, shall remit an interest free **Security Deposit of Rs 2.00 lacs (Two Lacs only) in form of RTGS/Demand Draft drawn in favour of 'National Seeds Corporation Limited' payable at Kolkata**.This deposit shall be remitted within five working days from the date of fulfilment of NSC's purchase order. Failure to remit the Security Deposit will imply forfeiture of EMD. The EMD of successful tenderer may be adjusted against the security deposit.
13. The successful tenderer shall at his own cost will execute **an agreement** with NSC on non-judicial stamp paper of required value preferably Rs. 100/- for arranging the supply as per these terms and conditions, signing on each page of the Terms and Condition and submit the same to NSC alongwith the Security Deposit.
14. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
15. **The tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags, while NSC will issue letter to SSCA for the same.**
16. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Seed Certification Agency(SSA) for each lot delivered to NSC.
17. NSC may draw representative samples of seed lots offered by the tenderer for testings in own lab. or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be accepted by NSC. NSC will draw samples for 25 % more quantity than the supply order, to ensure that in event of failure of any lot in QCL there should be no shortfall in the supply from the ordered quantity.
18. NSC will supply the packing material-bags and labels, while the tenderer will provide the certification tag. thread, seal and treatment material essentially and arrange the packing, sealing, labeling, tagging, stacking, weighthment and loading at his own cost.

19. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standards-2013 or as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
20. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange the supply of material from the next party in the tender at the cost and risk of the defaulting tenderer.
21. NSC may increase/decrease the final requirement from the quantity in the NIT. Normally, the decrease/increase may not exceed 50 % of the NIT quantity.
22. If required, NSC may repeat the order for the additional quantity within two months from the date of Security Deposit remittance with mutual consent.
23. An 80% payment will be released through RTGS/Crossed A/C payee cheque within 10 days after the receipt of bills verified by Area Office of receiving unit subject to fulfilling the requirements set out in the Terms & Conditions.
24. NSC will retain 20% payment along with the Security Deposit for 120 days from the date of last supply as performance guarantee.
25. The Tenderer shall, at his cost, take back part or full quantity of such stock found not conforming to standard set out for the purpose on receipt by/ delivery to NSC.
26. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
27. Conditional offers shall not be accepted and the tenderer shall not impose any additional term & condition.
28. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
29. In the event of any question/ dispute or difference arising between NSC and the supplier on any matter covered by these Terms and Conditions or arising directly or indirectly there from or connected with these Terms & Condition in any manner the matter shall be referred to the Sole Arbitrator who may be appointed by the CMD, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC at New Delhi and has been delegated with such powers. The tenderer shall have no objection in this regard. Also the Courts of Delhi/New Delhi alone shall have jurisdiction to adjudicate thereon.

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered seed. The tenderer shall be required to supply the seed at agreed rate only. The agreement may be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer.
3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by CMD, NSC whose decision will be binding on both the parties as stipulated in terms and condition contained in para 29 above.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or and dispute during the performance of the contract.
5. The tenderer shall be responsible for State Sales Tax/ Central Sales Tax/ VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case, the stocks failed in test results, the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws and losses caused to NSC.
8. The weight of the seed container shall be checked at any point of transaction and in case any shortage is found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. The tenderer will have to give name of the firm, name of the processing plant, godowns, postal addresses, telephone Nos. E.Mail, name of the responsible person in the tender form itself so as to make further communication.

For the tenderer's use

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

Date:

(Seal)

Signature of the tenderer

Name: -----
Full Address: -----

TECHNICAL BID : PART-A

PROFORMA FOR TECHNICAL BID

1. Name & Address of the bidder:

S. No	Seed Producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg. No. & its validity	Seed License No. & its validity	Seed Production Experience Years	ST/ TIN/ PAN No.	Details of Seed Prod'n. of Prev. Two Yrs.	Quantity offered for supply (Qtls)
1	2	3	4	5	6	7	8
							1. 2. 3.

2. As desired 1 Kg. true representative samples of each of the above varieties is presented separately.
3. Also as required **EMD of Rs. 1,00,000/-** (Rupees One Lac Only) is enclosed vide DD No.----- Dated ----- drawn in favour of '**National Seeds Corporation Limited**', payable at/ Through RTGS dated-----.
4. Photocopies of items in column No. 2, 3, 4 & 6 are enclosed.

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

Signature -----
Name -----

Complete Address: -----

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

E.Mail -----
Mobile No.

FINANCIAL BID: PART—B

FINANCIAL BID

(Form for offer by tenderers to be sent in sealed ENVELOPE)

From:

M/S -----

To:

The Regional Manager,
National Seeds Corporation Ltd.,
Kolkata , WB (Mob.-09831124221)

Ref:- Your Tender Notice No. Prodn.-2/NSC-KOL/15-16, dt. 07.12.2015

Sir,

With reference to your advertisement, we hereby quote our most competitive offer for the supply of **Certified Seed** as per the Terms & Conditions provided by you. The particulars of offer are given below:

Sr. No.	Moong Variety	Class	Quantity Offered (Qtls.)	Rate per Quintal in figure(in words) for final cleaned/graded quantity in NSC Packing		
				Ex-Godown	‘FOR Delivery to state destinations’	
					Odisha	West Bengal
1.						
	Total					

Date:-----

Place: -----

Yours faithfully,

Signature with seal -----

Name : -----

(Complete Address) -----

Phone No.-----

Fax No.-----

E.Mail -----

Please fill all columns in Performa for Party Details

1. Name of the Party :
2. Short Name of Party : -do-
3. Type of Party : **Supplier**/Breeder Seed Supplier/ Dealer/
Distributor/ Government/Labour Supplier/
Misc party/ NSCtest/ Organizer/ Other/
Transporter
4. Description of Party : **Supplier**/Producer/Buyer/Grower
5. Category : Co-operative/Firm/Government Agency/
Individual/Institution
6. Contact Person Name :
7. Contact Person Designation : Properitor/**Owner**/Secretary/MD/GM
8. Date of Birth :00-00-0000
9. Category :
10. Address :
11. State :
12. District :
- 13.Pin Code* :
- 14.Contact No. :
- 15.Fax Number :
- 16.Supplier : **YES / NO**
- 17.Buyer : YES / NO
- 18.Sub-Unit of NSC : **Kolkata**/Salt Lake/ Midnapur/ Siliguri/Nal
Malda/Bhubaneswar/Sambalpur/Guwahati
19. Name of Bank :
- 20.Name of Branch :
- 21.Bank Account No. :
- 22.Payee Name :
23. TIN No. :
- 24.PAN No. :

Signature with seal -----

-----X-----X-----X-----

AGREEMENT

This agreement is executed between **National Seeds Corporation Limited**, a company registered under companies act with its Head Office at **New Delhi** and its **Regional Office** under operation at Salt Lake, **Kolkata**, WB (whose successor and assignees are herein after called the NSC) OF THE ONE PART

and **M/s** _____
_____(who hereinafter called supplier) ON THE OTHER PART under the signature of Regional Manager, NSC Kolkata, WB signing on behalf of NSC and represented by _____ on behalf of producer.

WHERE AS **M/s** _____
_____ has agreed for the supply of _____ Qtls. of _____
_____ (Crop/Variety/Class) as per the Terms and Conditions specified in the Tender Notice and laid down herein under at the rate Rs. _____ per Qtl. (Rupees _____ Only) in _____ Kg sized _____ Cloth/Jute bags on 'Ex-Godown/FOR Delivery to WB/Odisha destinations' Basis.

Signature of the tenderer with Seal

Name :

Date :

Address :

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 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 _____ .

Organizer with stamp

Authorized Signatory of NSC

Witness

1. _____

1. _____

2. _____

2. _____