

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

**Beej Bhavan, Pusa Complex,
New Delhi-110012.**



(COMPETITIVE BIDDING NO. 114)

TENDER DOCUMENT FOR SUPPLY OF AGROCHEMICALS ON RATE CONTRACT BASIS

**LAST DATE&TIME FOR RECEIPT:
OF BIDS.**

UP TO 13.00 HR. ON 22.08.2014

**DATE & TIME OF OPENING :
OF BIDS.**

AT 14.30 HR ON 22.08.2014

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012

TENDER DOCUMENT (CB-114)

(I)	Notice inviting tender showing details of requirement	:3-4
(II)	PART 'A'	
	Specification	: 7
(III)	PART 'B'	
1.	Instruction to Tenderer	: 9-17
2.	General terms and conditions of the contract	: 18-22
3.	Tender Form - Annexure-A & B	: 23-31
4.	Details of Bank Guarantee in lieu of Security Deposit	: 32-33
5.	Form of Contract (Agreement)	: 34-37
6	Pre-Contract Integrity Pact	:38-41
7.	Details of Destinations	: 42-43

**NATIONAL SEEDS CORPORATION LIMITED
(A GOVT. OF INDIA UNDERTAKING)
BEEJ BHAVAN, PUSA COMPLEX,
NEW DELHI-110012**

Phone: 011-25842550, 25840057.
FAX: 011-25840056

No. NSC:MM 2(CB-114-Agrochemicals)2014-15

Dt: 01.08.2014

NOTICE INVITING TENDER-CB-114

Sealed tenders are invited in prescribed Tender Form from the government/cooperative agencies (manufacturing pesticides), manufacturers (manufacturing formulated grade of quoted pesticides) and authorised distributors of manufacturers for formulated pesticides bearing BIS mark or conforming to BIS specifications. In case the BIS specifications are not prescribed for a particular formulated pesticide the manufacturers of such non BIS pesticide can also quote for the rate contract after meeting certain conditions of the tender. The rate contract would remain operative up to 31.3.2015.

S.No	Name of Agrochemicals	Unit	Approx. Qty. required during the year
	Weedicides		
1	2-4-D Ethyl Ester 38%EC	lt.	2700
2	Alachlor 50%EC.	lt.	125
3	Anilophos 30%EC	Lit.	75
4	Atlantis 3.6%WDG	kg.	20
5	Atrazine 50%WP	kg.	225
6	Bispybac Sodium 10%SC	Lit.	13
7	Butachlor 50%EC	Lit.	400
8	ClodinafopPropargyl 15%WP	kg.	120
9	Glyphosat 41%SL	Lit.	500
10	Isoproturon 75%WP	kg.	100
11	Metsulfuran Methyl 20%WG/WP	kg.	4
12	Paraquate dichoride 24%SL	Lit.	800
13	Pendimethaline 30%EC	lt.	2650
14	Sulfosulfuran 75%WG	kg.	24.3
	Insecticide		
15	Acephate 75%SP	kg.	125
16	Acetimapride 20%SP.	kg.	300
17	Al. Phosphide 56%Tab	kg.	920
18	Azadirachtin 0.15%EC.	lt.	225

19	Buprofezin 25% SC	lt.	250
20	Carbofuran 3%CG	kg.	700
21	Cartap Hydrochloride 4G	kg.	8450
22	Chlorantranilprole 18.5%SC	lt.	35
23	Chloropyriphos 20%EC	Lit.	4350
24	Deltamethrin 2.5%WP	kg.	430
25	Dichlorovas 76%EC (DDVP)	Lit.	530
26	Emamectin Benzoate 5%SG	kg.	85
27	Flubendiamide 39.35% SC	lt.	95
28	Imidaclopride 17.8%SL&70%WS	Lit.	600
29	Indoxacarb 14.5%SC	Lit.	1000
30	Lufenuron 5.4%EC	lt.	190
31	Malathion 50%EC	Lit.	400
32	Methyl Parathion 2%DP	qtls.	170
33	Monocrotophos 36%SL.	Lit.	375
34	Nuvoluron 10%EC	lt.	300
35	Oxydiargyl 80% WP	kg.	40
36	Phorate 10CG	kg.	9870
37	Profenophos 50%EC	Lit.	3550
38	Ranxypyre 10%EC	lt.	98
39	Spinosad 45%SC	lt.	500
40	Thiodicarb 75%WP	kg.	980
41	Thiomethoxam 25%WG&70%WS	kg.	350
42	Trizophose 40%EC	Lit.	6150
	Fungicide		
43	Carbendazim 50%WP	kg.	850
44	COC 50%WP	kg.	625
45	Dinocap 48%EC.	lit.	100
46	Fipronil 5%SC	lt.	325
47	Hexaconazole 5%EC	lt.	40
48	Mancozeb 75%WP	kg.	1825
49	Metalaxyl 35%WS	kg.	10
50	Propiconazol 25%EC	lt.	500
51	Streptomycin+Tetracycline 90:10%SP	kg.	10
53	Tubeconazole 2%DS	kg.	140
54	Thiram WDP	kg.	50000
55	Thiram DS	kg.	15000

Note: The above requirement of Insecticides, Fungicide, Agriculture Antibiotics, Weedicides, Rodenticides and Biocides is tentative, it may increase, decrease or some of products may not be required at all, which will depend upon insect pest, crop situation/seed production.

The tender document containing Tender Forms, Specification, terms and conditions, destinations etc. can also be obtained from Material Management Division at the address given above on payment of **Rs.1000/-(non-refundable)through Banker's cheque/ Demand Draft** during office hrs. (9.00 a.m. to 5.30 p.m.) Tender document can be downloaded from NSC's website: **<http://www.indiaseeds.com>** or Central Procurement Portal **www.eprocure.gov.in** also but the bidders downloading the Tender Document from website, shall have to deposit the cost of tender in the shape of Bank draft in favour of **National Seeds Corporation Limited** issued from any scheduled commercial Bank payable at **Delhi/New Delhi** along with the bid.

A bid without payment of Tender cost is liable for rejection. However, MSEs registered with NSIC are exempted from payment of cost of tender document subject to furnishing valid documentary proof in support of claim along with their request letter.

NSC reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof.

Last date and time for receipt of Bids :Upto13:00 hr. on 22.08.2014

Date & Time of Opening of Bids : At 14:30hr on 22.08.2014

General Manager (MM)

PART-A

NATIONAL SEEDS CORPORATION LTD.

SPECIFICATIONS

TECHNICAL SPECIFICATIONS MENTIONING ALL TECHNICAL DETAILS AS PER LATEST ISI STANDARD SHOULD BE ACCOMPANIED WITH:-

- a) Attested photo copy of registration certificate of pesticides quoted, issued by the Secretary, Central Insecticides Board and Registration Committee, Directorate of Plant Protection Quarantine and Storage (Central Insecticide Cell) Faridabad.
- b) Attested photo copy of License for manufacturing all items for which quotations have been given with the validity up to 31.3.2015. Manufacturer/ Authorized distributor of manufacturer should submit with tender, manufacturing license of formulated grade of quoted pesticides and also declare the source of Technical i.e. name of Manufacturer of Technical from whom they are purchasing the technical for formulating the chemical for indigenous use along with attested photo copy of BIS (Bureau of Indian Standard), CIB (Central Insecticide Board) and manufacturing license/ certificates of Technical.
- c) Attested photo copy of BIS Mark License valid up to 31.3.2015 or certificate to the effect that material conforming to latest BIS specifications.
- d) A certificate from one of the agriculture University to the effect that item for which quotations have been, given has been evaluated by them and the efficacy and sprayability of formulated pesticide has been established on the basis of biological field test carried out for three years on various cereals, pulses, and oilseed crops etc. from Director of Research of the concerned Agriculture University. This will be applicable for products where no BIS specification have been laid down.
- e) Authority letter from the Principal in case of distributor.
- f) Documents in support of proprietary item.
- g) Attested photo copy of registration certificate duly quoted registration No. in case of Micro & Small Enterprises (MSEs) registered with NSIC under single point registration scheme.
- h) The container shall bear legibly and indelibly the information as is necessary under the insecticides acts and rules.
- i) The cautionary notice worded as in insecticides Act, 1998 and the Rules. .

PART-B

SECTION - I

INSTRUCTIONS TO TENDERER

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

The contract is for the supply of the stores, the description specifications, particulars and the required quantities where of are set forth in the schedule to the supply order together with the date or dates whereon the supplies are to be effected as specified therein.

Any variation or amendment of the contract shall not be binding on the purchaser unless and until the same is endorsed on the contract or incorporated in a formal instrument or in exchange of letters and is accepted by the parties hereto.

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

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

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

Other eligibility criteria will be applicable as per Section III Annexure B.

4. **SUBMISSION OF OFFER:** - Offer must be submitted in the prescribed tender form provided in part “B” of the tender document at Section-III. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**
5. **DEVIATION IN SPECIFICATION:** -No deviation from the specification laid-down in part “A” will be accepted.
6. **QUOTATION OF PRICES:** - Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate items-wise & unit wise and should be given strictly in a manner as indicated in the annexure-A of Section-III of the part ‘B’ of the tender document,as under:
 - i. The rates should be quoted for the offered items **on the basis of F.O.R. Destination door delivery inclusive of all taxes(including VAT, Turnover Tax Modvat etc), Duties (Excise, Special Excise, Cess etc),Packing & Forwarding charges, loading and unloading etc.** The destinations

are specified in **Section-VII**. The Corporation is in a position to issue "C" Form for supplies made, if applicable. The Octroi wherever applicable, shall be paid extra by NSC on actual basis. The inspection, Verification and Testing charges will be borne by NSC and hence these charges should not be included in the rate offered. In case of full truck load/part load F.O.R. Destination will mean delivery at NSC's Godown at the destination station.

- ii. In case, the Corporation requires the material at some other destination station other than specified in **Section-VII** referred to above and in case the distance of such new destination station from the supplier's place of dispatch is higher than the distance between supplier place of dispatch to the highest distance among the destination prescribed in **Section-VII** referred to above, corporation shall be prepared to pay extra transportation charges on proportionate basis.
 - iii. If the rates quoted by tenderer are exclusive of sales tax, general tax, central sales tax or any other taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid. If 'C' Form or any other Form is required, it should be clearly indicated in the tender.
 - iv. It is agreed and understood by the contractor that the prices quoted shall not be higher than the controlled prices fixed by law for the stores.
 - v. The prices are subject to the quantity discounts/ slab discounts if and as indicated in Section III Annexure A. In the event of the Annual Off take of all supplies taken by the purchaser against the contract for a particular item exceeding any particular slab, the contractor shall be bound to refund the discount proportionate to the quantity ordered within 15 days of the expiry of the period stipulated under the discount clause, or at the expiry of the contract whichever is earlier.
 - vi. It is understood and agreed by the contractor that the prices charged for the stores supplied/ to be supplied under the contract shall under no circumstances exceed the lowest price at which the contractor sells the stores of identical description to any other person during the period of the contract.
 - vii. If at any time during the said period, the contractor reduces the sale price of such stores or sells such stores to any other person at a price lower than the contract price, the contractor shall forthwith notify such reduction or sale to the purchaser and its Direct Demanding officers and the prices payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. Further price reduction due to reduction of statutory levies will immediately be passed on to NATIONAL SEEDS CORPORATION LIMITED.
 - viii. The contractor shall furnish to the General Manager (MM) or the purchaser at intervals mentioned here-in-after as under:-
 - a. Within a month of commencement of the contract, a certificate as to the rates prevailing at the commencement of the rate contract.
 - b. Within a month upon the expiry of every six months a memorandum certifying the rates prevailing during the preceding months.
- and
- c. Within a month upon the expiry of the rate contract period an affidavit in the following manner:-

I/ We certify that the stores or description identical to the stores supplied to the purchaser under the contract herein have not been sold by me/ us to any other person/ organization at the commencement of the rate contract/ during the period from _____ period of the rate contract from _____ at a price lower than the price charged to the purchaser under the contract except for the quantity of _____ under sub-para (iv) above, details of which are as follows :-

"Certified further that the prices charged do not exceed controlled prices if any as fixed by law for the stores supplied."

7. DELIVERY TERMS :

The delivery period so specified in clause no. 4 of section –II will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause-12 of section-II relating to liquidated damages which shall be binding.

8. SPECIFICATIONS:

The contractor shall be bound under the contract to supply the stores to the purchaser with ISI marking endorsed hereon or conforming to latest ISI Specifications and evincing a manufacturing date not earlier than three months from the date of receipt of the stores at the relevant farm.

9. POST DELIVERY TEST :

It is understood and agreed by the contractor that three joint samples will be drawn after the stores are received at the destination and got sealed. For this purpose, the firm should send their representative for drawing samples within a reasonable period of seven days of receipt and in case the representative does not report himself for drawing the samples, the samples shall be drawn by the farm authorities and the samples so-drawn shall be taken as final and no dispute on this account shall be accepted that the samples were not drawn in the presence of the representative of the firm and hence might not have been drawn in a proper manner. Out of the said samples, one such sealed sample will be retained each by the contractor and the purchaser and the third will be sent for analysis. The payment will be released only if the test reveals that the material is as per the specifications laid down. In case the supply made is substandard, the stores shall be removed by the supplier at his own cost within seven days from the receipt of a communication from the purchaser to this effect.

10. ADVANCE SAMPLES :

- a) The purchaser and its Direct Demanding Officer will be entitled to call for advance sample of any stores covered under this rate contract before the placement of an order for bulk quantity or before authorizing, the contractor to commence supply against such an order especially when the approval of the sample is particularly considered necessary by the said Officer and also when it is not possible for the contractor to provide a comparative test report for establishing that the acceptable material in question has not been supplied by the contractor in the past to the purchaser or any of its said Officer. Such advance sample shall be submitted by the contractor free of cost to the purchaser, within the time stipulated or specified in the supply order. If the contractor is unable to supply the said samples, he shall forthwith apply to the purchaser upon satisfying himself in regard to the bonafied he may allow the additional time to the contractor in this regard. In the event of the failure of the contractor to deliver the advance sample by the date specified in the acceptance of tender or by the extended date/ the purchaser shall be entitled to rescind the contract and if so desired, purchase the stores at the risk and the cost of the contractor in which case the provisions of the relevant clause of the contract shall apply as far as applicable.
- b) It is understood by the contractor that all the samples required for test shall be supplied free of cost and on non returnable basis and the purchaser shall be entitled to retain the same.
- c) Samples submitted shall be clearly labeled with the contractors name and address, the acceptance of tender number and supply order number.
- d) If the contractor submits a sample whether before or after the tender, the same shall not govern the standard of supply except when it has been so specifically stated in the acceptance of tender/ supply order.
- e) Where under the contract, the contractor is required to submit an advance sample any expenses incurred by the contractor in connection with, the production of stores in bulk before the samples has been approved unconditionally by the purchaser, shall be borne by the contractor and he shall not claim

any compensation in the event of such samples being found acceptable by the inspecting authority/ Direct Demanding Officer.

- f) The rejection of the sample by the Direct Demanding Officer placing the supply order shall be final and binding on the contractor.
- g) Where the contract does not require any advance sample to be approved the contractor may before proceeding with bulk manufacture or delivery of the stores if he so desires, submit to the Direct Demanding Officer for inspection a sample of the stores in which case a quantity not less than one percent of the total quantity to be supplied unless otherwise authorized by the DDO shall be submitted. The contractor shall not however, be entitled to seek any extension of time from completing the delivery within the stipulated period on the ground of delay in the approval of any such sample.
- h) If under the contract supplies are governed by a sealed pattern the contractor shall be bound to examine such pattern before preparing a sample of manufacturing the stores in bulk as the case may be.

11. RETURN OF PARTICULARS :

The contractor shall return in good condition all the documents pertaining to particulars of certified samples (with the labels intact). In the event of his failure to do so he shall be liable to pay to the purchaser as agreed between the parties the liquidated damages of a sum not exceeding three times the price of such particulars and the certified samples as may be determined by the concerned DDO. The decision of the DDO in that behalf shall be final and binding on the contractor.

12. SYSTEM OF PAYMENT :

Unless otherwise agreed upon between the parties hereto, the payment for delivery of the stores will be made by the Direct Demanding Officer on or after 61st days from the date of dispatch of the material subject to the submission of the bills along with the relevant supporting documents to the NSC, such as quantity and quality certificates to be issued by the concerned consignees on the basis of actual quantity of the material received in good condition and satisfactory test result report of the laboratory.

13. PROGRESS REPORTS :

The contractor shall be bound from time to time to provide such reports pertaining to the progress of the contract and/ or supply of the stores in such form as may be required by the purchaser who will have the right to depute any person for inspection of the contractor's premises.

14. TRANSIT INSURANCE :

Unless otherwise specified, it is understood by the contractor that the prices as indicated in the Section III Annexure A include transit insurance up to the destination. The contractor shall be fully liable for the delivery of the stores in perfect condition at the destination station. Upon receiving the stores at destination the contractor shall be informed of any loss or damage to the stores that may have occurred during transit.

- 15. **INSPECTION AND REJECTION:** In respect of supply orders pertaining to the supply of stores in full or in part quantities, the inspection of the stores will be done on the basis of the specifications/ particulars provided in the acceptance of tender/ supply order.

16. CONSEQUENCE OF REJECTIONS :

If on the stores being rejected by the purchaser or the Inspector or the consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall then be at liberty to :-

- a) Allow the contractor to resubmit the stores in replacement of these rejected within a specified period, the contractor bearing the cost of freight if any on such replacement without being entitled to any extra payment on that account.
- Or**
- b) Purchase or authorize the purchase of quantity of the stores rejected without notice to the contractor at his risk and cost and without affecting the contractor liability as regards the supply of any further quantity due under the contract.
- c) Rescind the contract and purchase or authorize the purchase of stores at the risk and cost of the contractor.
- d) It is understood by the contractor that the Inspecting Authority or DDO decision as regards the rejection shall be final and binding on the contractor.
- e) Where under the contract the price payable is fixed on FOR destination basis, the contractor shall if the stores are rejected at destination by the consignee be liable to reimburse to the purchaser the freight paid in addition to his other liabilities.

17. REMOVAL AND REJECTION :

- a) It is understood and agreed by the contractor that any stores submitted for inspection and rejected shall be removed by the contractor within 21 days of the date of receipt of the intimation of such rejection at his own cost.
- b) The rejected stores shall under all circumstances lie at risk and cost of the contractor from the moment of such rejection. If such stores are not removed by the contractor within the aforesaid period of 21 days, the purchaser may either return the same to the contractor at the latter's risk and cost of disposal of such stores on the contractor's account and at his cost. The purchaser however, shall be entitled to recover handling charges, ground rent, demurrage charges and other incidental expenses out of the proceeds of the said sale or from the contractor.

18. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT RISK IN THE STORES :

The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The contractor shall be liable for all loss, destruction damage or deterioration to the stores from any cause.

19. CHANGE IN PARTNERSHIP FIRM :

- a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except only upon obtaining the prior consent in writing of the purchaser.
- b) On the death or retirement of any partner of the contractor firm before the due performance of the contract, the purchaser may at his option cancel the contract and in such case the contractor shall have no claim whatsoever for the compensation against the purchaser.

20. 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.**

21. EARNEST MONEY: EMD 2% of the bid value or Rs.50000/-(Rs Fifty thousand) whichever is more.

- a) By means of attaching a Demand Draft drawn on scheduled Commercial Bank payable at New Delhi/Delhi in favour of NSC Ltd., **CHEQUE WILL NOT BE ACCEPTED.**
- b) **EMD shall be placed in the envelope superscribed technical & commercial bids.**
- c) **Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme:** Indian manufacturers/suppliers who are **Micro small Enterprises(MSE) 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.
- d) The public Sector Undertakings are also exempted for the deposit of EMD, subject to their submission of a Bond from LIC on the basis of which banks will issue Counter guarantee.

OFFERS OF THE FIRMS OTHER THAN FIRMS AS DEFINED ON 'c' AND 'd' ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE MSEs 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.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with paras above will be rejected by the purchaser as non responsive.

22. FORMAT AND SIGNING OF TENDER:

- a) Tenderers are required to submit their tender as per the prescribed Performa given in the tender document. 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 consequentially 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 accompanying the Tender.
- b) All pages of the Tender except for un-amended printed literature shall be initialed 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 initialed by the person or persons signing the bid.

23. **PROCEDURE FOR SUBMISSION OF TENDER:** - The Tenderers shall seal the tender in separate inner envelopes, duly marking the envelopes as "Technical & Commercial Bid" and "Price Bid". These envelopes then place in an outer envelope.

Technical & Commercial Bid envelope shall include technical specifications of quoted item, Dully filled Tender Form –Section-III , Instruction to Tenderer , Terms and Conditions of contract as per Section-I & II of Part 'B' of tender document ,requisite EMD, profile of the company as per Annexure-B of Section-III Part 'B' along with documents as per the check list and other document if any in support of offer. All papers should be initialed with stamp by the person or persons signing the bid.

PRICE BID Envelope containing of prices as per clause- 6 of Section-I Part-B in a prescribed Performa given in Annexure-A Section-III Part 'B' of the tender document.

All inner envelopes shall be placed in an outer sealed envelope addressed to **General Manager (MM) , National Seeds Corporation Ltd., Beej Bhavan, Pusa Complex, New Delhi-12** and super scribing thereon "TENDER FOR SUPPLY OF AGROCHEMICALS",TENDER NO. & DATE OF OPENING, THE WORDS "DO NOT OPEN BEFORE -----HOURS ON----- SHALL ALSO BE STATED ON THE OUTER ENVELOPE.

THE INNER ENVELOPE CONTAINING THE "TECHNICAL & COMMERCIAL BIDS" AND "PRICE BID" shall also be super scribed thereon "Technical & commercial Bids" and "Price Bids" as the case may be and addressed to the purchaser and name & Address of the Tenderer .

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 , the purchaser will assume no responsibility for the bid's misplacement or premature opening.**

The tenders not complying with the manner prescribed herein are liable for rejection straight away.

24. **MODIFICATION AND WITHDRAWAL OF TENDER:** - The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.
25. **DEADLINE FOR SUBMISSION OF TENDERS:** - Tender must be received by the purchaser at address specified under Clause 23 above, no 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 purchaser, the Tender will be received upto the appointed time on the next working day.
26. **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.
27. **OPENING OF TENDER:** - The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC registered office, New Delhi. The envelope containing the "**Technical & Commercial bids**" shall be **opened on the date of opening tender** and "**Price Bids**" of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**, date of opening of **Price bid** will **be informed separately**.
28. **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.

29. 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

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

- i) To sign the contract in accordance with clause no. 38(a) or
- ii) To furnish security deposit in accordance with clause no 38(b) or
- iii) To furnish pre contract integrity pact in accordance with clause no 38(c)

30. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes" included in Section-II of Part 'B' of tender document i.e. General conditions of the contract.

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

32. AWARD CRITERIA: -Subject to Clause NO. 33, the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender ,provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

35. 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.

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

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

38. CONTRACTS:

a) **SIGNING OF CONTRACT** :-The successful tenderers within 15 days from date of issue the Supply Order , shall sign and date agreement as per the format given in Section -V of part "B" of the tender document, wherever the value of items ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of Part 'B' of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer. However, to expedite execution of the

agreement, the Corporation shall purchase the stamp paper on behalf of the supplier and send typed agreement for signature of the suppliers. The cost of stamp paper shall be recovered from the supplier payments.

- b) **SECURITY MONEY:** - The Successful Tenders within 15 days from date of issue of supply order shall furnish the security money in accordance with the condition of the contract. The Security Money can be furnished @10 % of the value of the supply order subject to a minimum of Rs.10,000.00 (Rupees Ten Thousand only) in shape of cash (Demand Draft) or in form Bank Guarantee. Prescribed Performa for Bank Guarantee is given in Section IV of Tender Document. Such security deposit shall be for the due performance of the supply order/ contract. It is understood by the contractor that no claim shall lie against the purchaser in respect of interest on such security deposit or depreciation thereof. The purchaser shall be entitled and it shall be lawful on their part to forfeit the said security deposit as per the contract in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the purchaser or any part therefore to the satisfaction of the purchaser and he shall also be entitled to deduct from the said deposit any loss or damage which the purchaser may suffer or be put to by reason or due to any act or other default or penalty recoverable by the purchaser from the contractor and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limits by making further deposits provided further that the purchaser shall be entitled to recover any such claims from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with the purchaser. In the event of the contractor failing to make or to maintain a security deposit in the manner aforesaid, he shall be liable for the said default and any money lodged/ remitted with the tender by him shall be forfeited by the purchaser and the purchaser shall also be entitled to rescind the acceptance of the tender.
- c) **PRE-CONTRACT INTEGRITY PACT:-**Successful Tenderers whose supply /work order of value of Rs more than one crore will have to execute PRE-CONTRACT INTEGRITY PACT in the prescribed Performa given in Section VI part "B" of the Tender Document.
Failure of the successful tenderer to comply with the requirement of clause 38 (a), 38 (b) & 38 (c) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids.

39. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money if deposited in cash or by means of a Bank Draft 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 payable in New Delhi and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for en cashing the same.

(B) Successful Tenderers:

(i) The successful tenderers shall deposit the security money within 15 days from the date of issue of purchase order, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in clause-iv of Section-II, Part 'B' of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -V of part "B" 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.

40. **Validity of the rate contract:** The validity of the contract is upto 31.03.2015 If required the rate contract can be further extended on approved rates and conditions.

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 & Commercial Bid.

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. **Transfer and subletting:** -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-**The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.

3. **Signing of Agreement & Security deposit:-**

The supplier shall **within 15 days from the date of issue of purchase order furnish security deposit along with agreement on non-judicial stamp paper** with the Corporation to the extent of 10% of the contract price towards security for the due fulfillment of the conditions of the contract. The security deposit shall be furnished in the following manner.

(A) By means of a Demand Draft on any Scheduled Commercial Bank payable at New Delhi/Delhi in favor 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.

OR

(C) In case of Order executed but non submission of Security Deposit, **the same will be deducted from first 90% payment without taking consent from supplier and later on Bank guarantee will not be acceptable.**

4. **Delivery:** The supplier **shall complete the supply at sites within stipulated period as mentioned in supply order.**

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

5. **Changes in specifications:**

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

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

6. Right to Terminate or Alter the Contract: :

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

7. Marking:

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

8. Packing:

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

9. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in place of delivery.

10. Claim of Sale Tax:

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

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

11. Warranty:

(a) The supplier warrants that the goods supplied under this contract shall be free from all defects and faults in material and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

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

12. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract.** It is **admitted by the supplier that**

any delay in the delivery will cause damages to the Corporation/ purchaser. Subject to Clause 14, if the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 15% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

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

13. Default & Risk purchase:-

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

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

14. Force majeure:-

1. Notwithstanding the provisions of Clauses 12 & 13, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, in whole or in part, 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.
2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchaser 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.

15. Terms of payments:

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

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

Invoice should have CST, State ST, VAT Nos printed on them (If applicable), In the Tax invoice, cost and Tax, (VAT) amount shall be mentioned separately, in case sale tax claimed and bear a certificate as per clause no. 10 above. Invoice to be sent in **duplicate to concerned consignees and two copies to NSC, H.O.**

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

Balance 10% or 5% of the invoice value, as may be applicable shall be paid on completion of satisfactory execution of supply order & receipt of satisfactory report in respect of Quality & Quantity etc observed / noted during use from all respective destinations after making necessary deduction if any.

16. Settlement of disputes:

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

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

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. Of India, In charge of the Bureau of Public Enterprises. The arbitration & Reconciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal and Affairs, Ministry of Law and Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

17. Refund of Security Deposit:

The Security Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the supplier's performance obligation, including carrying out all necessary

adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

18. Corrupt Gifts & Payments of Commission:

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

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

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

TENDER FORM

To
General Manager (MM),
National Seeds Corporation Ltd.,
BeejBhavan, PusaComplex,
New Delhi-110012.

FROM.....
.....
.....
.....

Sir,

- i. I/We_____have read the tender documents as issued by National Seeds Corporation. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.
- ii. I /We agree to keep the offer open for acceptance for a period of 90 days from the date of tender opening.
- iii. I /We also agree to extend the validity of this rate contract for a further period of three months if required on the same rates, terms and conditions for additional quantities likely to be required during the period.
- iv. I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period as specified in the purchase order.

I offer to supply the following items;

Item_____ Qty. _____.

Bank draft No. _____ dated _____ for Rs. _____
(Rupees_____) drawn in the name of National
Seeds Corporation, New Delhi towards payment of the earnest money is enclosed.

OR

We are a small scale unit registered with N S I C under ministry of MSME for item _____
under single point registration scheme after 30.6.81 (photocopy of registration certificate is enclosed) Our
Registration No. is _____

- v. I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:
 - a) I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 90 days from the date of tender opening.
 - b) I/we do not execute the contract documents/agreement within the stipulated period after acceptance of my/our tender is intimated to me/us.
- vi. I/We also understand that until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work valid on _____

- vii. I/ We have read the arbitration clause in Section-I & II of part 'B' of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**
- viii. This tender is being submitted at New Delhi and will be opened and decided at New Delhi and it is agreed that the Civil Courts at Delhi/New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.
- ix. Income tax PAN No. :(a copy is enclosed herewith).
- x. TIN /CST/VAT No.:(a copy is enclosed herewith).
- xi. **Company profile in the prescribed proforma given in Annexure- B of Section III of part "B" of Tender Document and duly signed & stamped specification for the items of Part "A" and the terms and conditions of Section I & II of Part "B" contained in the Tender document is kept in a separate cover, marked 'Technical &Commercial Bid'.**
- xii. **Rates are quoted in the prescribed format given in Annexure "A" of Section III of Part B of Tender document and is kept in separate cover marked "Price Bids"**
- xiii. **I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical &Commercial bid and the firm is found suitable during spot verification by NSC's officers.**
- xiv. **I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted in two separate covers marked "Technical &Commercial Bid" and "Price Bid".**

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

Phone No: - -----

Mobile No.-----

SEAL

NOTE-"Tender Form "Section III duly filed and signed should be kept in cover mark "Technical &Commercial Bid"

SECTION-III

Annexure-A

FORM FOR PRICEBID

To
General Manager (MM),
National Seeds Corporation Ltd.,
BeejBhavan, PusaComplex,
New Delhi-110012.

FROM.....
.....
.....
.....

Sir,

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

FORM FOR PRICE BID

S.No.	Item	F.O.R Unit Price (in Rs.)
	Sales tax & Excise duty	The price quoted above is inclusive of Central and State sales tax, excise duty and all other taxes levied or may be levied in future with submission of Form 'C' or any other similar form prescribed under any relevant act in force and also cost of packing, handling, local transport, loading, unloading and insurance charges etc.
	Octroi	Wherever applicable shall be paid extra by NSC on actual basis

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

Thanking you,

Place: -----

Date: -----

Signature: -----

Name of Authorized Signatory: -----

Address:-----

Phone No: - -----

Mobile No. -----

SEAL

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

(To be submitted to NSC in the envelope marked "Price bid")

SECTION-III

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To
General Manager (MM),
National Seeds Corporation Ltd.,
BeejBhavan, PusaComplex,
New Delhi-110012.

FROM.....
.....
.....
.....

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

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

Attach the necessary valid document in support of claim.

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

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

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

Full address where factory is situated	No. of Skilled Labour	No. of Unskilled Labour	Detail of Infrastructure	List of machines/equipments with full details per day capacity (Item Quoted).

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

4. Financial statement including Annual report: (i.e. Balance sheet and profit & loss account) duly signed by Statutory Auditor of last 3 years along with copies. Annual turnover in last three years should not be less than three times of quoted value of offer: **Separate tender is to be submitted for each quoted item.**

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

5 Registration::

TIN/VAT No.	CST No.

6. Income tax Details::

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

7. Particular of Banker:-

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

8. MSME registration details:

(a) With NSIC

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

(b) With Other Authorities.

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

9 EMD

Banker's Name	Draft no.	Amount (in Rs.)

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

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

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

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

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory: -----

Date: -----

Address:-----

Phone No: - -----

Mobile No. -----

SEAL

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

SECTION-III

Annexure-A-1

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declare that my firm/Company has not been debarred/black-listed by any of the Govt. Department/Govt. Agencies where I had supplied the goods during the last _____ years and no arbitration case pending in NSC office.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

SECTION-III

Annexure-A-2

Affidavit Certificate

I _____ (Name, Designation and Address) hereby declare that the price charged for quoted item/items under this contract, our firm has under no circumstance exceeded lowest price of identical goods given to government and semi government organizations.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Check list of enclosures for Technical & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
5. An affidavit of ownership if proprietary firm/sole traders.
6. A copy of PAN No & Income-tax Return for the current year & previous year.
7. Copy of VAT/TIN& CST Registration No.
8. Business performance certificate from customers for quality and timely supply preferably from Govt.Organization.
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Affidavit certificate that not blacklisted and no arbitration case pending in this office.
11. MSE registered with NSIC, Other Authorities Certificate with proper validity for quoted item.
12. Other document if any in support of the tender.
13. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
14. Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Sami Govt. Organizations.
15. Balance Sheet for last Three years.
17. Annual Turn Over of the firm should not be less than Three times of quoted value of the Offer.
18. Evidence of access to financial resources.

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 2012 by _____ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the National Seeds Corporation Ltd., BeejBhavan, Pusa Complex, New Delhi-12 (hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s. _____ (herein after called the "supplier")

WHEREAS the supplier had tendered in respect of Tender No. _____ issued by the Corporation.

WHEREAS the tender of the supplier has been accepted and in consequence thereof the Corporation had placed a Purchase Order for _____ mentioned in the Purchase Order No. _____ dated _____.

AND WHEREAS the supplier is required to deposit security with the Corporation to the extent of an amount of Rs. _____ value of the aforesaid order placed by the Corporation on the supplier, for due fulfillment of the same.

AND WHEREAS in consideration of the bank having agreed to furnish a bank guarantee to the Corporation, the Corporation has agreed to waive the necessity of the supplier making a deposit of the security amount and has accepted that in lieu thereof a bank guarantee may be furnished.

AND WHEREAS the bank has agreed to furnish the bank guarantee in lieu of security deposit.

NOW THEREFORE the bank hereby agrees and guarantees:

1. If the supplier commits any breach of any of the terms and conditions of the contract or of the purchase order and the Corporation declares that supplier has become liable to forfeiture of the security or any part thereof, the bank hereby unconditionally and irrevocably agrees and undertakes and guarantee to pay to the Corporation on demand and without demure the amount of security money stated above without making a reference to the supplier.
2. The Bank further agrees that the Corporation shall be the sole judge of and as to whether the said supplier has committed any breach and breaches of any of the terms and conditions of the contract and the extent of loss, damage costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof but not exceeding the amount of security as stated above and the decision of the Corporation that the said supplier has committed such breach and breaches shall be final and binding on the bank.
3. The bank understand that it shall not necessary for the Corporation to precede against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding against the bank and the guarantee herein contained shall be endorse- able against the bank.
4. This guarantee shall remain in full operation upto 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees

that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank hereunder.

1. Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs. _____. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1.

2.

- Here fill the name of Bank with address.
- Here fill the name and address of the supplier.
- Here fill the name of the material for which order has been placed.

SECTION-V

AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at BeejBhavan, Pusa Complex, New Delhi-12(hereinafter called "Corporation") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first party and M/s. _____ (herein after called the "supplier" which expression shall include unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the second party.

WHEREAS the "Corporation" with the intention of purchasing Certification and packing materials invited offers vide tender No. _____

AND WHEREAS the supplier submitting their tender No. _____ and upon consideration of the tender and after due deliberation, the Corporation placed Purchase Order No. _____ dated _____ with supplier for the supplies of items/materials as per specifications quantities and No. mentioned in Purchase Order No. _____ dated _____ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

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

SETTLEMENT OF DISPUTES

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

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

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

finally and conclusively. The parties to the disputes will share equally the cost of arbitration as intimated by the Arbitrator.

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

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

For and on behalf of the supplier

for and on behalf of the National Seeds Corporation Ltd. New Delhi.

Witness

1.

2.

3.

Witness

1.

2.

करार

यह करार दिनांक कोराष्ट्रीय बीज निगम लिमिटेड, भारत सरकार का उपक्रम, जो की कंपनी अधिनियम, 1956 के अंतर्गत निगमित है और इसका पंजीकृत कार्यालय बीज भवन, पूसा परिसर नई दिल्ली-110012 में स्थित है (इसके बाद इसे "निगम" कहा जाएगा।) जिसकी अभिव्यक्ति को शामिल अथवा छोड़कर अन्यथा संदर्भ के विरुद्ध इसके उत्तराधिकारियों जिन्हें काम सौंप गया है, को प्रथम पक्ष कहा जाएगा और

मैसर्स में स्थित है।
(इसके बाद इसे "आपूर्तिकर्ता" कहा जाएगा) जिसकी अभिव्यक्ति को शामिल अथवा छोड़कर अन्यथा संदर्भ के विरुद्ध इसके उत्तराधिकारियों जिन्हें काम सौंप गया है, को द्वितीय पक्ष कहा जाएगा, के बीच हुआ।

चूंकि "निगम" ने प्रमाणीकरण एवं पैकिंग सामग्रियों की खरीद के लिए अपने निविदा संख्या दिनांक के द्वारा निविदायें आमंत्रित की है।

और चूंकि आपूर्तिकर्ता ने अपने निविदा संख्या प्रस्तुत किया है तथा निविदा पर विचार होने एवं विचार-विमर्श करने के पश्चात, निगम ने आपूर्तिकर्ता को क्रय आदेश संख्या दिनांक में दर्शित विनिर्दिष्ट मात्रा एवं संख्या के अनुसार मर्दों/ सामग्रियों की आपूर्ति के लिए क्रय आदेश संख्या दिनांक प्रस्तुत किया है जो कि इस करार का भाग होगा। यदि क्रय आदेश में किसी प्रकार का संशोधन होता है तो वह भी इस करार का भाग होगा।

और चूंकि निगम एवं आपूर्तिकर्ता निविदा संख्या के लिए, निविदा विवरण के भाग "ख" की धारा- II में निर्धारित सभी नियमों एवं शर्तों पर सहमत हैं, जो कि इस करार का भाग होंगे।

विवादों का निपटान

निविदा से संबंधित सभी विवाद अथवा अंतराल, ठेका अथवा शर्तों को लागू करने की व्याख्या अथवा निविदा पर प्रत्यक्ष या अप्रत्यक्ष रूप से विवाद उठता है तो इसे विवेचना हेतु एकल मध्यस्थ/विवाचक के पास भेजा जाएगा, जो कि निगम के अध्यक्ष एवं प्रबंध निदेशक द्वारा नियुक्त किया जाएगा और अध्यक्ष एवं प्रबंध निदेशक की अनुपस्थिति में इसकी नियुक्ति निगम के सर्वोच्च कार्यपालक अधिकारी के द्वारा की जाएगी। मध्यस्थ का कार्यालय नई दिल्ली में होगा। इस मामले पर यदि किसी प्रकार के वाद-विवाद हो जाए तो तो इसका न्याय क्षेत्र सिर्फ दिल्ली या नई दिल्ली में होगा।

मध्यस्थके पास पार्टियों की सहमतिसे आर्बिट्रेशन का समय बढ़ाने और आर्बिट्रेशन को प्रकाशित करने की शक्ति होगी। पार्टियों को मध्यस्थ की नियुक्ति पर इस आधार पर आपत्ति नहीं होनी चाहिए कि मध्यस्थ ने पूर्व में इस प्रकार के मामलों निपटाए हैं। यदि विवाद में दावा रु. 1/- लाख से ऊपर का है तो मध्यस्थ को मध्यस्थता अधिनियम, 1996 के प्रावधानों के अनुसार पंचनिर्णय देना होगा।

यदि आपूर्तिकर्ता सार्वजनिक क्षेत्र का उद्यम है, तो उक्त धारा लागू नहीं होगी और उस मामले में निम्नलिखित धारा लागू होंगे।

किसी प्रकार के विवाद की घटना में अथवा संविदा की धाराओं पर व्याख्या संबंधी अंतराल और लागू करना, ऐसे विवाद अथवा अंतराल को किसी भी पार्टी द्वारा भारत सरकार के लोक उद्यम विभाग के सचिव, लोक उद्यम विभाग के प्रभारी द्वारा मनोनीत एकल मध्यस्थ के पास भेजना होगा। इन धारा के अंतर्गत मध्यस्था एवं समझौता अधिनियम, 1996 लागू नहीं होगा। मध्यस्थ द्वारा दिया गया आर्बिट्रेशन स्वीकार करने के लिए दोनों पार्टियां बाध्य होंगी। बशर्ते कि ऐसे आर्बिट्रेशन से व्यथित होने पर कोई पार्टी भारत सरकार के विधि एवं न्याय मंत्रालय, विधि मामलों का विभाग के विधि सचिव के पास आर्बिट्रेशन की सैटिंग एसाइड अथवा संशोधन के लिए आगे संदर्भ के लिए भेज सकता है। ऐसे संदर्भ के पश्चात् इस विवाद पर विधि सचिव अथवा विशेष/ अतिरिक्त सचिव जो भी विधि सचिव द्वारा अधिकृत होगा, कानिर्णय अंतिम रूप से तथा निश्चायक रूप से दोनों पार्टियों को स्वीकार करने के लिए बाध्य होना पड़ेगा। मध्यस्थ द्वारा सूचित आर्बिट्रेशन पर हुए व्यय को दोनों पार्टियों द्वारा सामान्य रूप से वहन किया जायेगा।

इस करार की शर्तों में किसी प्रकार के संशोधन अथवा अशोधन विधिमान्य विचारणीय नहीं होंगे, जब तक कि दोनों पार्टियों के द्वारा लिखित एवं हस्ताक्षरित न हों।

निम्नलिखित गवाहों के सामने दोनों पार्टियों ने अपने अधिकृत प्रतिनिधियों के माध्यम से उल्लिखित दिन और वर्ष पर अपने हस्ताक्षर कर दिए हैं।

आपूर्तिकर्ता की ओर से.,

राष्ट्रीय बीज निगम लिमिटेड

नई दिल्ली की ओर से

गवाह

गवाह

1.

1.

2.

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

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

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

Commitments of the Buyer

3. The Buyer Commits itself to the following:-

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

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

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

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

Commitments of Bidders

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

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

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission,

fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

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

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

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

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

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

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

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

6. Previous Transgression

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

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

7. Company Code of Conduct

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

8. Sanctions for Violation

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Fall Clause

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

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

10. Examination of Books of Accounts

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

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Validity

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

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

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

BUYER BIDDER

CHIEF EXECUTIVE OFFICER
Company Name

Witness

1. _____

1. _____

2. _____

2. _____

SECTION-VII

DESPATCH DESTINATION

All Agro chemicals shall be supplied to the following locations of the NSC on the F.O.R. Basis (Door delivery at NSC's godown).

S.No.	Region	Sub-units
1	Bangalore	Bellary, Dharwar, Hassan, Heveri, Hebbal, Davangere
2	Bhopal	Indore, Bhopal(Govindpura), Niwari, Himmatnagar, Godhra
3	Chennai	Madurai , Trichy , Palakkad
4	Kolkata	Midnapur , Bhubaneshwar
5	Lucknow	Agra, Bareilly, Etawah, Varanasi, Rudrapur, Kanpur, Meerut, Hampur, Gorakhpur, Shahjahanpur
6	Chandigarh	Jullundhar, Karnal, Hissar, Bhatinda,
7	Jaipur	Kota, Bharatpur, Ajmer, Sriganganagar, Chittorgarh
8	Pune	Aurangabad, Amravati , Jalgaon, Akola
9	Patna	Patna (Shaikhupura)
10	Secundrabad	Warangal, Guntur, Lallaguda, Nandyal, Kurnool

LIST AND ADDRESSES OF CENTRAL STATE FARMS AND THEIR F.O.R. DESTINATION

Sl. No	Address of Central State Farms	F.O.R. Destination	Telephones Nos.
1.	Director Incharge Central State Farm Suratgarh Distt. Sriganganagar <u>Rajasthan-335 704.</u>	SURATGARH	01509-220084 220006/220309 FAX-01509-223877

2.	Director Incharge Central State Farm Sardargarh Distt. Sriganganagar <u>Rajasthan-335 705.</u>	SURATGARH	01509-283027 215303 FAX-01509-283027
3.	Director Incharge Central State Farm Jetsar Distt. Sriganganagar <u>Rajasthan-335 702.</u>	JETSAR	01498-261202 261233 FAX-01498-261233/ 261227
4.	Director Incharge Central State Farm PO. Via. Hisar Head P.O. Distt. Hisar <u>Haryana-125 001.</u>	HISAR	01662-275581 275797 FAX-01662-275581 FAX-01662-277275
5.	Director Incharge Central State Farm, Raichur, Jawalgera, Via. P.O. Sindhanur, Distt. RAICHUR Karnataka-584 143	RAICHUR	08535-201246 FAX-08535-2226955 200922
