

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)

ISO 9001:2008 Certified

BEEJ BHAWAN, PUSA COMPLEX

NEW DELHI – 110 012 (INDIA)

Website : www.indiaseeds.com

PHONES : 25842383, 25846272, 25842692, 25846295

EXPRESSION OF INTEREST

NATIONAL SEEDS CORPORATION LIMITED or "NSC" (A Mini Ratna Company) is under the administrative control of Ministry of Agriculture, Government of India. Recently State Farm Corporation of India (SFCI) having interalia 6 agriculture Farms has been amalgamated into NSC. These 6 Farms of approx. 22,000 hectares are located in the States of Rajasthan, Haryana, Karnataka and West Bengal. During 2013-14 the combined turnover of SFCI & NSC is over Rs.1250 crore.

LOCATION AND PLACE OF WORK:

Central State Farm, Jetsar, it is situated in desert area of Sri Ganganagar District in Rajasthan. It is about 50 Kms, from Suratgarh and one can reach there from Suratgarh by bus/train.

Central State Farms-Jetsar

Total Area (In hect.)	:	5394
Cultivable Area (In hect)	:	2875
Irrigated Area (In hect)	:	2875
Source of Irrigation	:	Borewells and Indira Gandhi Nahar Pariyojna

SCOPE OF WORK:

National Seeds Corporation Limited "NSC" (A Mini Ratna Company) invites EOI from suitably experienced companies, manufacturers, contractors or investors to establish production of Biomass, TE plantation/Solar Power Plants and for any other project in available 400 ha area at Central State Farm, Jetsar, District Sri Ganganagar, Rajasthan – 335804, India.

Note:

- i. It will be the responsibility of the bidder to design, construct, supply and commission the equipments for a successful project at its own cost.
- ii. Construction of all the buildings and civil works required for successful completion of the project will be responsibility of the bidder at its own cost.
- iii. The bidder is responsible for obtaining all the clearance approval required from Central/State Govt./Pollution Control etc. for the project implementation. However, documents required for the purpose will be provided by the Corporation.
- iv. The land required for the project will be provided by NSC out of uncultivable land at Jetsar Farm.
- v. The bidder has to dig the Borewells for irrigation purpose. However, depending on the availability of canal water the same shall be provided. Cost will be borne by bidder.
- vi. The bidder can offer their project for best utilization of 400 ha of earmarked area available at Farm.
- vii. Bidder should give details for their past experience and similar projects executed with full details during the past 3 years for which he has offered.
- viii. Bidder should furnish the Annual Report (Annual Statement of Account) for the preceding 3 completed years.
- ix. Payment terms and other terms and conditions should also be indicated by the bidders.
- x. Infrastructure likely to be created by the firm at its own cost should be indicated.
- xi. The land required for the project offered by the bidder will be made available maximum up to 400 ha and all the expenditure for development of land for establishing the project, irrigation etc. will be borne by the bidder.
- xii. Bidders may visit the location and site before submission of their offer.
- xiii. The expenditure for the establishment of project, building & any other expenditure for running the project growing the Biomass etc. will be borne by the bidder.

- xiv. The period by which the project will be operational may be indicated clearly.
- xv. Corporation reserves the right to accept or reject any or all the tenders without assigning any reasons thereof.
- xvi. Arbitration Clause:
All disputes and or differences in relation the EOI, the contract of the interpretation of any of their terms of implementation hereof or arising out of or concerned directly or indirectly with the contract shall be referred to the arbitration of a single Arbitrator to be appointed by the Chairman-cum-Managing Director (CMD) of the Corporation and in the absence of the CMD, the higher Executive Officer of the Corporation shall make such appointment. The venue of Arbitration shall be at New Delhi. The Court of Law at New Delhi/Delhi alone will have jurisdiction in the matter of any disputes whatsoever. The Arbitrator shall have power to enlarge time for making and 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 at any earlier stage. An agreement shall be executed between the Corporation and successful promoter.
- xvii. An Agreement will be executed between the Corporation and Successful bidder.
- xviii. The successful bidder should submit the Bank Guarantee of an amount of Rs.10.00 lacs for execution of the project. This Bank Guarantee will be converted into the security deposit at the time of commencement of project.

The bidder should offer their consideration amount for the following:

1. Consideration amount per ha for the land required by the bidder for establishing project, growing of biomass, solar power plants etc.
2. Rate of the Biomass per tonne which will be collected by the bidder from the farms of the Corporation other than the land required for establishing the project.
3. Percentage of Sales/turnover/quantity profit from the Project established in the farm land shall be indicated/to be given to NSC.

Rate may be offered in the following manner:

S.No.	Particulars	Qty.	Unit	Rate (Rs.)	Amount (Rs.)
1.	Rate per ha for the land offered for establishing the project and for Biomass Plantation.				
2.	Rate of Biomass (Rs./Ton)				
3.	Percentage of share from the Project established in the Corporation land based on sale/turnover/ quantity				
4.	Any Other				

NATIONAL SEEDS CORPORATION LTD.

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 Senior General Manager (Engg) 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. _____

Interested companies, contractor, investor or manufacturers are requested to submit their offers (Hard copies in duplicate) along with all details through a sealed envelope so as to reach at the following address on or before **19.06.2015 by 3.00 p.m.**. The pre-bid meeting has been fixed on **05.06.2015 by 3.00 p.m.** for clarifying the issue, if any. The decision or otherwise amendment, if any, on the basis of discussion in Pre-Bid meeting will be posted on the website of the Corporation only.

The envelope should be superscribed as NSC-CSF JETSAR

Address for communication:

Sr. General Manager (Engineering)
National Seeds Corporation Limited,
Beej Bhawan, Pusa Complex
New Delhi – 110 012.
E-mail : sgme@nsc.gov.in