

नेशनल सीड्स कारपोरेशन लिमिटेड,
(भारत सरकार का उपक्रम)
क्षेत्रीय कार्यालय: लक्ष्य प्लाजा, आईएनएस-19,
सेक्टर-7 सी, वृन्दावन योजना, अमर शहीद पथ, लखनऊ-226029
Ph.No. 0522-7118213, 3516971

पत्रांक: 3 1(5)/प्लास्टिक क्रेटस/ओएस0 /विप0./एनएससी-लख0/2023-24

दिनांक: 26.05.2023

बागवानी हेतु प्लास्टिक क्रेटस कय हेतु ई-निविदा सूचना ।

नेशनल सीड्स कारपोरेशन लि0, क्षेत्रीय कार्यालय-लखनऊ के द्वारा निम्न सामग्री कय करने हेतु ई- निविदा दिनांक 12-06-2023 को आमंत्रित की जाती है ।

S. No.	Name of product	Variety	Unit	Approximate Requirement
1.	Plastic Crates	Capacity – 42 Ltr. Weight 1.570 Kgs Capacity-52 Ltr. Weight 1.780 Kgs Capacity-87 Ltr. Weight 3.250 Kgs	No.	100000 Nos.

विस्तृत जानकारी के लिए वेबसाईट www.indiaseeds.com, eprocure.gov.in, indiaseeds.enivida.com को देखे । निविदा से सम्बंधित दिनांक, मात्रा व अन्य कोई भी बदलाव यदि होता है तो उसे निगम के वेबसाईट पर ही अपलोड किया जायेगा ।

क्षेत्रीय प्रबन्धक

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking-"MINIRATNA COMPANY")

Lakshh Palaza, INS-19, Sector-7 C, Vrindavan Yojna,

Amar Shaheed Path, Lucknow-226029

Uttar Pradesh.

Ph.No. 0522-7118213, 3516971

CIN: U74899DL1963GOI003913



COMPETITIVE BIDDING

TENDER DOCUMENT FOR SUPPLY OF PLASTIC CRATES

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

UPTO 13.00 HR ON 12/06/2023

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

AT 14:00 HR ON 12/06/2023

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking-“MINIRATNA COMPANY”)

Lakshh Palaza, INS-19, Sector-7 C, Vrindavan Yojna,

Amar Shaheed Path, Lucknow-226029

CIN: U74899DL1963GOI003913

Phone No. 0522-7118213, 3516971.

Email: rm.lucknow@indiaseeds.com

No.III-1(5)/(Plastic Crates)O/S /MKTG/NSC-LKO/2022-23/

Dated: 26/05/2023

PROCUREMENT OF PLASTIC CRATES THROUGH E- TENDER NOTICE

E-Tender is invited from FPO's, Societies engaged in Supply of Plastic Crates, Companies engaged in supply of Plastic Crates. The Bidder has to register and submit e-Bid through our website <https://indiaseeds.enivida.com>. along with cost of tender documents ₹1000/- + GST. Interested parties are requested to submit their offers **up to 13.00 hrs on 12/06/2023** and the same shall be opened on same day at RO NSCL Lucknow at 14.00 hrs on 12/06/2023 in the presence of bidders, if any. The tender documents/terms and conditions can be seen and downloaded from our website www.indiaseeds.com and CPP portal www.eprocure.gov.in. NSC reserve the right to accept or reject any or all tenders without assigning any reason thereof. Any further corrigendum(s) with regard to this NIT, if required or any other change will be notified and shall be published only on our website.

REGIONAL MANAGER

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

REGIONAL OFFICE-LUCKNOW

No.III-1(5)/Plastic Crates (O/S) /MKTG/NSC-LKO/2023-24/

Dated: 26/05/2023

PROCUREMENT OF DIFFERENT PLASTIC CRATES THROUGH E- TENDER NOTICE

National Seeds Corporation Limited (NSC) requires to purchase Plastic Crates-100000 No. from Reputed Suppliers/Manufacturers, Companies those are involved in the supply/manufacturing of Plastic Crates, herein after called as tenderer/supplier on the following terms and conditions.

A. Eligibility:-

- a.) Reputed Manufacturers/Suppliers/Companies, can participate in the tender by fulfilling all the tender conditions.
- b.) The annual turnover of the bidder for any two year individually during the three years (i.e 2020-21, 2021-22 & 2022-23) should be equal to or more than Rs. 50 lakhs in each calendar year.
- c.) The bidder should have sales permission / license for selling /supply of the Plastic Crates.
- d.) The Manufacturer should have BIS license and the validity of the license should be upto 31.03.2024.
- e.) The bidder should have an experience of Govt. Deptt. Supply for such items required in this NIT with minimum Rs. 40 lakh Govt orders of the item of this NIT. (Copy of Supply Orders is mandatory to attach with NIT Documents).

B. TERMS AND CONDITIONS:

1. The tenderer shall present the offer on his letter-head using the enclosed offer format for hard copy.
2. **Rate shall be quoted in ₹ Per Piece basis for plastic crates on FOR basis in Uttar Pradesh State at any point.** The rate shall be inclusive of all taxes (GST etc.) and no any other claim on taxes etc. if any leviable shall be entertained by NSCL.
3. **Earnest Money to be deposited ₹ 5, 00,000.00 (Five Lakhs Only)**, as mentioned in Technical Bid and cost of tender should be submitted online. Tender without EMD will be rejected. EMD of unsuccessful tenderers except the lowest three will be returned through RTGS within 15 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or Six months whichever is earlier. Outstanding amount, if any of the supplier with NSC will not be considered for the EMD purpose. The tender participants registered with NSICL/MSME are exempted free EMD deposit & tender cost. However security deposit will be waived off only to the extent of monetary limit fixed by NSICL.
4. E-Tenders shall be uploaded up to 13.00 hrs. on dated **12/06/2023** online and Technical bids will be opened on the same date and place at 14.00 hrs., in the presence of those tenderers who may wish to be present. Financial bids will be opened of those, whose technical bids are in order. Tenders received after the due date and time will not be accepted. In case of any unforeseen reason, both the bids and commercial bid will be opened on next working day at 1.00 PM.

5. The tenderer offer for less than 20% quantity of the required item of the NIT, will not be entertained. Offer shall be valid at least for **the financial year-2023-24** from the date of opening of tender, i.e upto 31.03.2023. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5th day of demand letter/dispatch order issued by NSC and should be completed within 10 days. Though the confirmation/clearance can be given by NSC and agreement is executed within 5 days of confirmation/clearance.
6. Failure to deliver less than 90% of approved quantity to NSC shall entitle NSC to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark.
7. The successful tenderer shall remit interest free Security Deposit @ 5% of the total value of the supply at the approved rate, in the form of Demand Draft drawn or through RTGS in favor of **National Seeds Corporation Ltd., Lucknow**. This deposit shall be remitted within five working days from the date of receiving the NSC's purchase order/ intimation. Failure to remit the Security Deposit will imply forfeiture of EMD. The EMD deposited along with the tender will be adjusted against security.
8. The successful tenderer shall at his cost will execute an agreement with NSC on non-judicial stamp paper of required value for arranging the supply as per these terms and conditions, signing each page of the Terms and Condition and submit the same to NSC along with the Security Deposit.
9. The NIT items shall be supplied as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the material from time to time. **The packing material is to be arranged by the supplier at his cost. NSC will provide the printing matter only for the same if any.** However, in case the packing material is made available by NSC then the cost of packing material will be deducted from the amount payable to supplier.
10. The tenderer shall make available to NSC a copy of the lot wise details of each lot of plastic crates delivered to NSC.
11. NSC representative will draw samples of the plastic Crates lots offered by the tenderer and have them analyzed in any other laboratory identified by NSC.
12. **Testing of Plastic Crates will be done by the purchaser (Indenting Agency) whether govt. or any private party, from any Authorized Govt. / Private registered testing laboratory and payment will be released only after getting ok report as per specification given in the tender.**
13. The stock shall confirm to the quality specifications prescribed in the BIS Standards (ISI5532:2004), as amended by Govt. of India from time to time and shall possess good physical appearance/quality to NSC's as well as the purchasers (Indenting Agency) satisfaction.
14. Tenderer failure to arrange the supply as per the Terms & Conditions will entitle NSC to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting tenderer.

15. **NSC may increase/decrease the final requirement of the quantity as given in NIT. The final quantity may be increased up to 100 percent, as per the requirement. The purchase orders will be issued time to time as and when the demand is received upto 31.03.2024. The lifting/supply of Plastic Crates will be done against confirm indent only and NSC does not guarantee for lifting of entire offered quantity.**
16. **For Government Supply -80 % payment will be released through RTGS within 30 days after the receipt of payment from purchaser/Government Department and bills verified by NSC Area Office only after receipt. The balance 20 % payment will be released only after receipt of a certificate/letter from indenting agency/purchasing agency for not having any quality complaints and satisfied with supplied items/planting material subject to receipt of 100% payment from purchaser/Government Department. TDS on income & GST will be deducted as per government prevailing rules.**
17. NSC will retain the Security Deposit as retention money for upto 31.03.2024 or till receipt of balance payment from the party to whom the seed supplied, whichever is later.
18. The Tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC or at the point of supply given by NSCL. In case of any complaint regarding quality or the supplied item is not fulfilling the prescribed standards, and if the payment will not be released to NSC by the indenting agency due to the reason whatsoever may be then the payment of such quantity will also be not released to the supplier concerned.
19. In the event of any dispute/complaint with reference to the plastic crates quality, if supplier is unable to prove/establish genuineness of the supplied items, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
20. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
21. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
22. NSC can increase the quantity offered by the tenderers upto 100%, of the qty. given in NIT, for supply over and above the offered qty. with the consent of the tenderers.
23. In case of rejection of any qty. of Plastic Crates under any reason at field level or in sampling done by State Government Agency/Party, the supplier shall be liable to pay compensation/damages at the rate of total value of qty. so rejected and the same shall be worked out at purchase/procurement rate agreed upon and other expenses incurred by NSC. In case of any legal action initiated against the corporation because of above, the party will be bound to make good for the losses so suffered by NSC. The payment of such lots will not be released to the party.
24. The responsibility of genuineness of the plastic crates supplied, would be solely upon the tenderer. In case of any complaint, the tenderer would be responsible for making good losses to the farmers and/or to the NSC.
25. The rejected stocks by the Corporation at their receiving ends or in the godown of the tenderer shall not be used for resale by the tenderer in Corporation's container.

26. In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue Under the provisions of Arbitration & Conciliation Act,1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will be bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction."

OTHER TERMS AND CONDITIONS:

1. NSC shall not be responsible for fluctuation of the market rate of the ordered items. The tenderer shall be required to supply the offered items at agreed rate only. The agreement can be terminated at any time due to non-performance of any of the terms and conditions of the agreement to the satisfaction of the Corporation.
2. The NSC reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. NSC further reserves the right to award contract/issue the order for supplies to more than one tenderer. NSC is not bound to accept the entire offered quantity as the lifting of seed will be done only against confirm indent.
3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by NSC whose decision will be binding on both the parties.
4. The court of law situated at Delhi will have the jurisdiction in matter related this tender or any dispute during the performance of the contract.
5. The tenderer shall be responsible for GST, Income Tax or any kind of tax, if any. NSC will not carry any tax liability related with this purchase. Rates quoted will be inclusive of all taxes if any.
6. NSC will not be responsible for the losses incurred to the supplier/tenderer due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.
7. Quality Control Inspectors of the concerned State may draw the samples of stocks. In case the stocks failed in test results the tenderer will be responsible for the consequences of violation of Acts and Laws and losses caused to NSC and will have to make good for the losses so suffered by NSC.
8. The specifications of the offered / supplied items shall be checked at any point of transaction and in case shortage found in the specifications, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences, if any.

9. If any of the tenderer, wants to supply the quantities from other sister concern, should invariably be mentioned clear cut in the tender document. The payment will be made to original/main tenderer. The tenderer who has participated in the tender will be responsible for all the consequences and all the tender terms will be applicable on only the main tenderer who has participated in the tender.

10. The tenderer will have to give name of the firm, name of the godown/firm, their postal addresses, and telephone Nos. e-mail, name of the responsible person in the tender form itself so as to make further communication.

11. NSC may verify the stock offered to NSC physically along with other infrastructure shown by the party in each technical bid before issuing the Job order and can terminate the offer if not found satisfactory even as L-1.

12. (a) NSC may split the order among next two or more tenderer after giving an order to L-1 of its offered quantity, if any counter offer made thereafter by L-2, L-3 etc. This shall not be treated as to be negotiation.

(b) In case L-1 bidder fails to supply the items due to any reason then NSC reserve the right to place order with L-2 party on L-1 rates. In such case the EMD of L-1 party will be forfeited and NSC reserves the right to black list the party from participating in any NIT in NSC for next two years.

13- The disputed parties i.e. black listed are not eligible to participate in the tender.

For the tenderer's use

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

Date:

(Seal)

Signature of the tenderer

Name: -----

Full Address: -----

Check list of enclosures for Technical Evaluation of Bids:

S. No	Particulars	Remarks / Yes or No
1	Application Fee	
2	EMD Details	
3	Certificate of registration of the firm.	
4	Partnership Deed if Partnership firm	
5	License No. and its validity.	
6	Registration No and date in case registered with Industry Department.	
7	Details of Turnover of Previous Year as asked in eligibility section of this NIT	
8	Details of Govt. Supply Order as required in eligibility section of this NIT	
9	Authorization /Resolution for signing of bid if it is limited company or partnership firm	
10	An affidavit of ownership if proprietary firm/sole traders on ₹ 100 non judicial notarized stamp paper.	
11	A copy of PAN No	
12	Copy of GST Registration No	
13	Income-tax Return for the previous year.	
14	Balance Sheet for last one year	
15	If representative participating, letter of authorization to participate in the tender opening / negotiation of rate	
16	Affidavit certificate that not blacklisted and no arbitration case pending in this office on ₹ 100 non judicial notarized stamp paper as per Annexure-A-1	
17	Affidavit certificate of lowest rate on ₹ 100 non judicial notarized stamp paper as per Annexure-A-2	
18	MSME/NSIC Certificate with proper validity for item of rate offered	
19	Each concerned pages of tender document should be signed with stamp of authorized signatory of tenderer	
20	Samples of Plastic Crates – 2 No. of each (42 Litres,52 Liters as well as 87 Litres).	

Note:- All the documents mentioned above are compulsory required with the tender document.

TECHNICAL BID: PART-A

PROFORMA FOR TECHNICAL BID

A.

S. No.	Name	Complete Address	Phone No	e-mail	Seed License No. & its validity	GST No.	PAN No.	Registration No. and date in case registered with Industrial Department
1	2	3	4	5	6	7	8	9

B. Annual Turn Over Details:

(Value in Rs. Lakhs)

S. No.	Name of the Firm	2020-21	2021-22	2022-23

C. Government Supply details (Copy of Supply orders should be attached)

(Value in Rs. Lakhs)

S. No.	Name of the Firm/Department	2020-21	2021-22	2022-23

FINANCIAL BID: PART—B

PROFORMA FOR FINANCIAL BID

S. No.	Crop	Variety	Qty. Required (Qtls/Nos)	Unit for which the rates are to quoted	Quantity Offered (Qtls/Nos)	Rate (Rupees) (Rates in figures and in words)	Location of the Godown
						FOR IN UP STATE	
1	Plastic Crates (42 Litres)	BIS Standard (ISI5532:2004) Capacity-42 ltr Weight-1.570 kg	100000 Nos	One No.			
2	Plastic Crates (50 Litres)	BIS Standard (ISI5532:2004) Capacity- 50 ltr, Weight-1.780 kg		One No.			
3	Plastic Crates (87 Litres)	BIS Standard (ISI5532:2004) Capacity- 87 ltr, Weight-3.250 kg		One No.			

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
REGIONAL OFFICE-LUCKNOW

REQUIREMENT OF PLASTIC CRATES

S. No.	Name of product	Variety	Unit	Approximate requirement
1.	Plastic Crates	Capacity – 42 Ltr. Weight 1.570 Kgs Capacity-52 Ltr. Weight 1.780 Kgs Capacity-87 Ltr. Weight 3.250 Kgs	No.	100000 no's

Specifications/Standards for supply of Plastic Crates

1. Standard for Plastic Crates:

1. BIS Standard (ISI5532:2004)
2. Capacity – 42 Litre., 50 Litre And 87 Litres
3. Weight -42 Litres – 1.570 Kgs, 50 Litres. – 1.780 kgs & 87 Litres—3.250 Kgs

Dimension	Outer			Inner		
	42 Ltr.	50 Ltr.	87 Ltr.	42 Ltr.	50 Ltr.	87 Ltr.
Length (mm)	542	542	600	510	510	565
Width (mm)	360	360	400	328	328	365
Height (mm)	300	305	425	280	298	415

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: _____

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____ date of 2018 by _____ (hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favor of the **National Seeds Corporation Ltd., Laksh Plaza, Sector-7C, Vrindavan Yojna, Amar Shaheed Path, Lucknow-226029, UP** (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 up to 12 months from the date of execution. The bank undertakes not to revoke the guarantee during its currency except with the consent of the Corporation in writing and agrees that any change in the constitution of the supplier or the bank shall not discharge the liability of the bank hereunder.
5. Notwithstanding anything contained herein before the liability of the bank under this guarantee is restricted to Rs. _____. The guarantee of the bank shall remain into force for the period stated above, unless the Corporation makes a claim from the bank in writing before the said period, all

the rights of the Corporation under the said guarantee shall be forfeited and the bank shall be relieved and discharged from all liability hereunder.

For and on behalf of the Bank

Witness:

1.

2.

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

SECTION-V
AGREEMENT

This agreement is made on this _____ between the National Seeds Corporation Ltd., A Govt. of India Company, incorporated under the Companies Act, 1956 and having its registered office at Beej Bhawan, 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 seed 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 rate 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

In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue Under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall _____ appoint _____ sole Arbitrator to _____ resolve _____ the issue and both the parties will have to abide by the decision. The parties will be bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall be in English Language. The court of Delhi shall have the jurisdiction."

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 from NSC.

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. Lucknow.

Witness

1.

2.

Witness

1.

2.

- **On Rs.500/- Non- judicial stamp paper dully notarized.**

SECTION - VI
PRE-CONTRACT INTEGRITY PACT

(To be signed in case bid/contract amount exceeds Rs. One Crore)

General:-

1. Whereas **National Seeds Corporation Limited** represented byhereinafter referred to as the Buyer and the first party, proposes to procure through tender no. hereinafter referred to as goods, of the first part is a CPSE under Ministry of Agriculture, Government of India.

And

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

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

Commitments of the Buyer

3. The Buyer Commits itself to the following:-

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

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

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

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

Commitments of Bidders

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

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

5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the

Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

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

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

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

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

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

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

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

6. Previous Transgression

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

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

7. Company Code of Conduct

7.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical 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.

4. Fall Clause

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

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

10. Examination of Books of Accounts

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

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Validity

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

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

BUYER BIDDER

CHIEF EXECUTIVE OFFICER

Company Name

Witness

1. _____

1.

2. _____

2.

INSTRUCTIONS TO BIDDER – ONLINE MODE

1. Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of ₹ 2360/- (Inclusive taxes) per year.
2. Bidders must provide the details of PAN number; registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
3. Bidders must have a valid email id and mobile number.
4. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
5. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.
6. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
7. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
8. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
9. Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee ₹ 550/- per tender (NOT REFUNDABLE) by net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e- tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
10. Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
11. Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bidsheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.

13. Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
14. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
15. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
16. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
17. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
18. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
19. The time displayed in the server is IST(GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
20. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

Thank You

Technical Support - Phone:

9355030629,9355030606,9355030605,9355030613,9355030604,9355030623,9355030616,9355030610,9355030608,9355030620,8448288992,8448288987,8448288988,8448288984,9355030630,920589822

1.

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