

नेशनल सीड्स कारपोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

क्षेत्रीय कार्यालय: लक्ष्म प्लाजा, आईएनएस-19,
सेक्टर-7 सी, वृन्दावन योजना, अमर शहीद पथ, लखनऊ-226029
Ph.No. 0522-7118213, 3516971

पत्रांक: III-2(33)/ बीज क्रय /विप./एनएससी-लख0/2024-25/

दिनांक: 11/09/2024

गेंहू, चना एवं दलहनी मटर प्रमाणित बीज क्रय हेतु ई-निविदा सूचना

नेशनल सीड्स कारपोरेशन लि0, क्षेत्रीय कार्यालय-लखनऊ के द्वारा 100000.00 कु0 गेंहू, 15000.00 कु0 चना एवं 7500.00 कु0 दलहनी मटर की विभिन्न प्रजातियों के प्रमाणित बीज क्रय करने हेतु ई- निविदा दिनांक 04.10.2024 तक आमंत्रित की जाती है ।

विस्तृत जानकारी के लिए वेबसाइट 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 वेबसाइट 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 WHEAT, GRAM & FIELD PEAS CERTIFIED SEED

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

UPTO 13.00 HR ON 04/10/2024

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

AT 14:00 HR ON 04/10/2024

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-2(33)/Purchase/MKTG/NSC-LKO/2024-25/

Dated: 11/09/2024

PROCUREMENT OF WHEAT, GRAM & FIELD PEAS CERTIFIED SEED THROUGH E- TENDER NOTICE

e-Tender is invited from seed producers, FPO's, Societies engaged in seed production and seed producer companies, for purchase of **WHEAT, GRAM & FIELD PEAS CERTIFIED SEED**. The Bidder has to register and submit e-Bid through our website indiaseeds.enivida.com . along with cost of tender documents of Rs. 1180/- (Including GST). Interested parties are requested to submit their offers **up to 13.00 hrs on 04/10/2024** and the same shall be opened on same day at RO Lucknow at 14.00 hrs on 04/10/2024 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 reserves 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-2 (33)/PURCHASE/MKTG/NSC-LKO/2024-25/

Dated: 11/09/2024

**TERMS AND CONDITIONS FOR PURCHASE OF WHEAT, GRAM & FIELD PEAS CERTIFIED SEED
THROUGH E-TENDERING.**

National Seeds Corporation Limited, Lucknow (NSCL, LKO) requires to purchase **100000.00 qtl. Wheat Certified Seed, 15000.00 Qtl. of Gram CS and 7500.00 Qtl of Field Peas CS** of good quality FROM RABI 2023-24 PRODUCTION for marketing duly packed and tagged in NSC bags from Reputed Seed Producers /Organizers /Cooperative societies and Seed Companies herein after called as tenderer/supplier on the following terms and conditions.

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 qtl. **Ex-godown & FOR at UP & UK State** for the net final cleaned/graded tested and packed quantity in **NSC packing** (exclusive of bag weight & treatment material). The rate shall be all inclusive and no other claim on taxes etc. if any leviable shall be entertained. **Packing material is to be provided by the supplier. NSC will provide only PRINTING MATTER.**
3. Earnest Money to be deposited by bidder for Wheat is Rs. 500000.00 (Five Lakhs Only), for Gram Rs. 250000.00 (Two Lakhs Fifty Thousand Only) and for Field Peas Rs. 100000.00 (One Lakh Only), as mentioned in Technical Bid and cost of tender should be submitted online In case of quoting rates not for all crops mentioned in this tender the EMD will be calculated crop wise and deposited directly to National Seeds Corporation Limited account. In case of all crops mentioned in this tender EMD will be deposited online through portal. The detail for RTGS/NEFT: Bank Name- State bank of India, Branch- Alambagh, Lucknow, Account number-32945078374, IFSC-SBIN0003222.Tender without EMD will be rejected. EMD of unsuccessful tenderers will be returned through RTGS within 45 days of tender opening. Outstanding amount, if any of the supplier with NSC will not be considered for the EMD purpose. The tender participants registered with NSIC/MSME are exempted from EMD deposit & tender cost.
4. E-Tenders shall be uploaded up to 13:00 hrs. on date **04/10/2024** 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, the bids will be opened on next working day at 1.00 PM.
5. The tenderer offer for less than **5000.00 qtl., for Wheat CS, 1000.00 Qtls of Gram CS and 500 Qtls of Field Peas** will not be entertained. Offer shall be valid at least for **four months (120 days)** from the date of approval of the rates for the offered qty. of the tender, by HO. Validity of offer can be further extended with mutual consent upto next 120 days. 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 5 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. For deliberate delayed supplies penalty of Rs. 100/- per day per qtl. may be charged.
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 favour 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 seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time. **The packing material is to be arranged by the supplier at his cost. NSC will provide the design & printing matter only for the same.** However, in case the packing material is made available by NSC then the cost of packing material with GST 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 delivered to NSC.**
11. NSC representative may draw samples of the final cleaned/graded seed lots offered by the tenderer and have them analyzed in NSC's Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the Govt. Lab./SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25 % more quantity than the supply order, to ensure that in event of failure of any lot in QCL there is no shortfall in the supply of the ordered quantity.
12. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification standards-2013, as amended from time to time and shall possess good physical appearance and luster to NSC's satisfaction.
13. 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.
14. **NSC may increase/decrease the final requirement of the quantity from that as given in the NIT. The purchase orders will be issued time to time as and when the demand is received within season. The lifting of seed will be done against confirm indent. NSC does not guarantee for lifting of entire quantity offered quantity.**
15. **For Government Supply (UP & UK State) -50% payment will be released through RTGS within 30 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions. The supplier has to submit section-9 packing certificate in case of certified seeds and STL result report along with bills. Balance 50% payment will be released only after receipt of payment from purchaser/Government Department.**
16. **For Other State Supplies -70% payment will be released through RTGS within 45 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions. The supplier has to submit section-9 packing certificate in case of certified seeds and STL result report along with bills. Balance 30% payment will be released only after 120 days of supply.**
17. **For Dealers Supply (UP & UK State) -70% payment will be released through RTGS within 45 days after the receipt of bills verified by Area Office subject to fulfilling the requirements set out in the Terms & Conditions. The supplier has to submit section-9**

packing certificate in case of certified seeds and STL result report along with bills. Balance 30% payment will be released only after 120 days of supply.

18. NSC will retain **10% payment** along with the Security Deposit as retention money for 120 days or till receipt of balance payment from the party to whom the seed supplied, whichever is later.
19. The tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC.
20. In the event of any dispute/complaint with reference to the seed quality, if supplier is unable to prove/establish genuineness of the supplied seed, he shall bear the loss/damage, if any, sustained by NSC to the relevant extent.
21. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
22. NSC reserves the right to accept/ reject any or all the tenders without assigning any reason whatsoever.
23. NSC can increase the quantity offered by the tenderers up to 100%, of the qty. given in NIT, for supply over and above the offered qty. with the consent of the tenderers.
24. In case of rejection of any qty. of seed 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. In case any party or farmers lodges any claim in consumer forum then the amount equivalent to claim will be retained till finalization of case and in case any compensation is awarded to the farmer/party then the same is to be paid by the supplier.
25. The responsibility of genetic purity and germination 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.
26. The rejected seed stocks by the Corporation at their receiving ends or in the processing plant of the tenderer shall not be used for resale by the tenderer in Corporation's container.
27. In the event of quoted price not being justifiable by management, negotiation can be called with party.
28. The tenderer will arrange for the SSCA permission for packing the offered/accepted qty. in NSC Bags as per packing size required by NSC and NSC will issue letter to SSCA for the same, if required.
29. 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 both the 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 seed. The tenderer shall be required to supply the seed 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 Seed Act and Seed Laws and losses caused to NSC.
8. The weight of the seed container shall be checked at any point of transaction and in case shortage found in the container, NSC will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights and Measures Department, if any.
9. **If any of the tenderer, wants to supply the quantities from other sister concerned, should invariably be mentioned clear cut in the tender document. The payment will be made to original/main tenderer and he will be responsible for all the terms of this tender.**
10. The tenderer will have to give name of the firm, name of the processing plant, godowns 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 tenderers 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 seed 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 debar the party from participating in any NIT in NSC for next two years.

13- The disputed parties i.e. black listed/ or debarred 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 & Commercial Bids:

1. EMD.
2. Certificate of registration of the firm.
3. Partnership Deed if Partnership firm.
4. Seed Producer Registration No. with SSCA and its validity.
5. Seed Processing Plant Registration No. and its validity.
6. Seed License No. and its validity.
7. Source of Seed/Seed Directory of the seed to be supplied (To be attached).
8. Details of Seed Production of Previous Year.
9. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
10. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
11. An affidavit of ownership if proprietary firm/sole traders on notarized ₹100 non judicial stamp paper.
12. Affidavit certificate that not blacklisted and no arbitration case pending in this office on notarized ₹100 non judicial stamp paper.
13. MSME/NSIC Certificate with proper validity for item of rate offered.
14. A copy of PAN No. & Income-tax Return for the previous year.
15. A copy of GST Registration No.
16. Income-tax return for the previous year.
17. Balance Sheet for last one year.
18. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.

*All the documents mentioned above are compulsory required with the tender document.

TECHNICAL BID: PART-A

PROFORMA FOR TECHNICAL BID

S. No.	Name	Complete Address	Phone No	e- mail	Seed Producer's Regn. No. with SSCA & its validity	Seed Processing Plant Reg. No. & its validity	Seed License No. & its validity	GST No.	PAN No.	Quantity offered for supply (Qtls)	Location of Godown.
1	2	3	4	5	6	7	8	9	10	11	12

FINANCIAL BID: PART—B

PROFORMA FOR FINANCIAL BID

S. No.	Crop	Variety	Packing size (in kgs)	Quantity Offered (Qtls)	Rate per Quintal for final cleaned/graded quantity in NSC Packing (Rates in figures and in words)		Location of Godown
					EX-GODOWN	F.O.R IN U.P. STATE	
1.	Wheat	DBW-303, DBW-187, DBW-327, DBW-332, DBW-222, HD-2967, HD-3086, HD-3059, HD-3226, WH-1270, HD-3298, DBW-252, DBW-173 or any other variety recommended for UP & UK State.	40 kgs				
2.	Gram	GNG-2171, GNG-2144, RVG-204, JG-24, Pusa-3043, GNG-2207, GNG-2299 or any other variety recommended for UP & UK State.	20-30 kgs				
3.	Field Peas	IPFD-12-2, IPFD 13-02, IPFD-12-08, HFP-1428, IPFD -09-02 or any other variety recommended for UP & UK State.	20-30 kgs				

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

REQUIREMENT OF WHEAT, GRAM & FIELD PEAS CERTIFIED SEED

S.No.	Crop	Variety	Class	Qty.in qtls.
1.	Wheat	DBW-303, DBW-187, DBW-327, DBW-332, DBW-222, HD-2967, HD-3086, HD-3059, HD-3226, WH-1270, HD-3298, DBW-252, DBW-173 or any other variety recommended for UP & UK State.	CS	100000.00
2	Gram	GNG-2171, GNG-2144, RVG-204, JG-24, Pusa-3043, GNG-2207, GNG-2299 or any other variety recommended for UP & UK State.	CS	15000.00
3	Field Peas	IPFD-12-2, IPFD 13-02, IPFD-12-08, HFP-1428, IPFD -09-02 or any other variety recommended for UP & UK State.	CS	7500.00

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, Uttar Pradesh** (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, 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.

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.
