राष्ट्रीय बीज निगम लिमिटेड
(भारत सरकार का उपक्रम – मिनीरत्न कम्पनी)
CIN No. U74899DL1963GOI 003913
(An ISO 9001:2008 & ISO 14001:2004 Certified Company)
क्षेत्रीय कार्यालय : मध्यप्रदेश, छत्तीसगढ एवं गुजरात
48–49, सेक्टर–बी, औद्योगिक क्षेत्र, गोविन्दपुरा, भोपाल–462023
फोन : 0755-2580271, 2580319, फैक्स : 0755-2580638
ई–मेल: nscbhopal@gmail.com, वेबसाइट: www.indiaseeds.com

NATIONAL SEEDS CORPORATION LIMITED
(A Govt. of India Undertaking - Miniratna Company)
CIN No. U74899DL1963GOI 003913
(An ISO 9001:2008 & ISO14001:2004 Certified Company)
Regional Office: Madhya Pradesh, Chhattisgarh & Gujarat
48-49, Sector-B, Industrial Area, Govindpura, Bhopal-462023
Phone : 0755-2580271, 2580319, Fax: 0755-2580638
E-mail: nscbhopal@gmail.com, Website: www.indiaseeds.com

विप.4 (1)/एन.एस.सी.–भो./ आ.सोर्स (रबी)/2017–18 दिनांकः 20.09.2017

ई–निविदा सूचना

क्षेत्रीय कार्यालय, राष्ट्रीय बीज निगम लिमिटेड, भोपाल (म.प्र) में प्रमाणित गेहूँ बीज, किस्म **(जी.डब्लयू–496) मात्रा 7000 कु0, (जी.डब्लयू–173) मात्रा 1500 कु0 एवं (जी.डब्लयू–273) मात्रा 1500 कु0, कुल मात्रा 10000 कु0 की प्रदायगी** हेतु प्रतिष्ठित बीज उत्पादकों/संस्थानो/सहकारी समितियो एवं बीज कंपनियों से **दिनांक 10.10.2017 तक ई–निविदा** आमंत्रित करता है ।

अधिक जानकारी हेतु हमारी वेबसाइट www.indiaseeds.com को देखें । ई–निविदा में भाग लेने हेतु फार्म जमा करने की **अंतिम तिथि 10.10.2017 को सांय 5.30** बजे तक जमा किये जा सकते हैं । तकनीकी/वित्तीय निविदा **दिनांक 11.10.2017 को प्रातः 11.00 बजे** उपस्थित निविदादाताओं या उनके अधिकृत प्रतिनिधियों के समक्ष खोली जायेगी । (संशोधन/परिशिष्ट यदि कोई हुआ तो वह एनएससी वेबसाइट पर ही देखा जा सकता है)।

क्षेत्रीय प्रबन्धक

राष्ट्रीय बीज निगम लिमिटेड

(An ISO 9001:2008 & ISO 14001:2004 Certified Company)

(भारत सरकार का उपक्रम – मिनीरत्न कम्पनी)

CIN No. U74899DL1963GOI 003913

क्षेत्रीय कार्यालय : मध्यप्रदेश, छत्तीसगढ एवं गुजरात

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CIN No. U74899DL1963GOI 003913

Regional Office: Madhya Pradesh, Chattisgarh & Gujrat

48-49, Sector-B, Industrial Area, Govindpura, Bhopal-462023

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विप.4 (1)/एन.एस.सी.–भो./ आऊटसोर्स/2017–18 दिनांक: 20.09.2017

प्रमाणित बीज क्रय हेतु ई– निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड (भारत सरकार का उपक्रम) भोपाल द्वारा (टू बिड सिस्टम) मे अद्योलिखित फसलों के विभिन्न प्रजातियां जो की रबी 2016–17 के उत्पादन से उत्पादित **प्रमाणित बीज** उपलब्ध कराने हेतु प्रतिष्ठित/विश्वसनीय प्रमाणित बीज उत्पादको/संस्थानो/सहकारी समितियो /बीज कम्पनी से **स्व–उत्पादित (Self produce)** बीज की ई–निविदाये **F.O.R Basis पर म.प्र, छ.ग एवं गुजरात के लिये और Ex-Godown Basis** पर आमंत्रित की जाती है ।

फसल	प्रजाति	प्रदाय मात्रा (कु0)	न्यूनतम प्रदाय मात्रा (कु0 में)
गेहूँ	**GW-273**	1500.00	150.00
	GW-173	1500.00	150.00
	GW-496	7000.00	700.00
	Total	10000.00	100.00

निविदा प्रपत्र, नियम एवं शर्तें **फसलवार, किस्मवार** राष्ट्रीय बीज निगम लिमिटेड, की बेबसाइट www.indiaseeds.com पर ई. पोर्टल पर उपलब्ध रहेगा । निविदा प्रपत्र का मूल्य की राशि रु.500/– एवं धरोहर धनराशि **रू. 2,00,000.00 (रू0 दो लाख मात्र)** भी आनॅलाइन ही जमा होगा । निविदादाता, ई–निविदा को दिनांक **10.10.2017, को सांय 5.30 बजे** तक जमा कर सकते हैं तथा मूल दस्तावेज़ (Hard copy) भी क्षेत्रीय प्रबन्धक, राष्ट्रीय बीज निगम लिमिटेड, 48–49 इण्ड. एरिया, गोविन्दपुरा, भोपाल मे अवश्य जमा करें। तकनीकी/वित्तीय निविदा **दिनांक 11.10.2017 को प्रातः 11.00 बजे** उपस्थित निविदादाताओं या उनके अधिकृत प्रतिनिधियों के समक्ष खोली जायेगी । **निविदा में किसी भी प्रकार के परिवर्तन के लिये केवल, राष्ट्रीय बीज निगम लिमिटेड की बेबसाइट www.indiaseeds.com पर ही सूचना डाली जायेगी, इसके लिये बेबसाइट से जानकारी लेते रहे।**

क्षेत्रीय प्रबन्धक

1. क्षेत्र प्रबंधक, रा.बी.नि. लि. 48–49 इण्ड. एरिया, गोविन्दपुरा, भोपाल–23 मो.9981120016
2. क्षेत्र प्रबंधक, रा.बी.नि.लि. ई–112/इंड. एरिया, सांवेर रोड, इंदौर मो. 9993003714
3. क्षेत्र प्रबंधक, रा.बी.नि. लि. रायपुर मो. 9752530014
4. क्षेत्र प्रबंधक, रा.बी.नि. तिगेला, निवाड़ी मो. 8349248480
5. क्षेत्र प्रबंधक, रा.बी.नि.लि., ईडर कोर्ट के सामने, ईडर मो. 09725028284/09375288284
6. एनएससी, गॉधीनगर (गुजरात) मो. 09099937560/09993007218

NATIONAL SEEDS CORPORATION LIMITED

(A Government of India Undertaking)
Regional Office
BHOPAL

(COMPETITIVE BIDDING NO:MKTG./BPL/01)

TENDER DOCUMENT FOR SUPPLY OF C/S OF WHEAT.

LAST DATE & TIME FOR RECEIPT OF BIDS: 10.10.2017 UP TO 5:30 P.M

DATE & TIME OF OPENING OF BIDS : 11.10.2017 AT 11.00 A.M

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

BHOPAL

E- TENDER DOCUMENT

1. Instruction to Tenderer:

2. General terms and conditions of the contract:

3. Tender Form:

4. Details of Bank Guarantee in lieu of Security Deposit:

5. Form of Contract (Agreement):

6 Pre-Contract Integrity Pact:

7. Details of Destinations:

TWO BID SYSTEMS

Two independent sealed envelopes should be prepared as detailed below:

- **ENVELOPE NO.1 (SEALED)**

  This envelope should be marked as ENVELOPE NO.1 – TECHNICAL BID FOR SUPPLY of **CERTIFIED *(WHEAT) SEED*** Variety ..... and should contain in Part "A" (Technical Bid) with covering letter on letter head (Tenderer should invariably mention their name, address etc. on left hand side of envelope for clear identification).

- **ENVELOPE NO.2 (SEALED)**

  This envelope should be marked as ENVELOPE No.2 – Financial Bid for **Supply Of Certified *(WHEAT) SEED,*** variety ..... and should contain in PART "B" (Financial Bid) (Tender should invariably mention their Name, Address etc. on left hand side of envelope for clear identification.

- Both the envelops should be placed in one big sealed envelope super scribing "TENDER FOR SUPPLY OF **Certified (*WHEAT) seed.*** The sealed tender should be delivered in the office of the REGIONAL MANAGER, NSC, R.O. Bhopal.

- Tenderer must affix seal and put address on each envelope.

SECTION – I

INSTRUCTIONS TO TENDERER

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

2. **ELIGIBLITY CRITERIA**: - The criteria as fixed as per the required documents in Section.III.

3. **SUBMISSION OF OFFER: -** Offer must be submitted in the prescribed tender form provided in the tender document. The tenderer may attach additional sheets to the tender form wherever detailed description is necessary .**Only that party should participate in tender who accepts all the terms & conditions and any conditional tender may be treated as null and void.**

4. **DELIVERY OF SEEDS: -** The delivery period shall be as prescribed in the tenders. Only those parties should participate in tender who are in a position to stick to the delivery prescribed. Their attention is also invited to clause relating to liquidated damages which shall be binding in section -II.

5. **QUOTATION OF PRICES: -**

A) **Tenderer** shall give the rates per unit in words as well as in figures. There should be no alternations or over writing in the rates quoted by the parties. However, if it becomes inevitable the corrections should be made by encircling figures to be altered/ over writing duly attested by the Tenderer. Any correction not attested in any tender form will lead to rejections of the Tender.

B) The rates should be quoted for the offered items **on the basis of FOR & EX-GODOWN including GST, Turnover Tax Modvat etc, if applicable Duties (Excise, Special Excise, and Cess etc)**, **Packing & Forwarding charges, loading and unloading etc.**

6. **PRINTED TERMS & CONDITIONS OF TENDERING FIRM:-**

Printed terms and conditions of the tenderer shall not be considered and the same shall not be binding or become part of the contract unless any of such terms is specifically laid down by the tenderer in the tender and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the **printed terms and conditions of the tendering firms have been rejected by the Corporation.**

7. **EARNEST MONEY:-**

a) Each offer should essentially be accompanied by Earnest Money of **Rs. 2,00,000/- (RUPEES TWO LACS ONLY) to be submittd online in the National Seeds Corporation Ltd. ,Bhopal, State Bank of India branch SME, Govindpura Bhopal Account no. 32933247215 IFSC code SBIN0001253.** This earnest money deposit is required irrespective of the quantity of seed being offered to NSC and is refundable / adjustable after the finalization of contract. Details of transferred amount must be enclosed in envelop No.1 i.e. Technical Bid / Competency Details. The EMD shall not be entitled for any interest amount payment whatsoever.

(b) Indian manufacturers/suppliers who are **Micro Small Medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single** point registration scheme are exempted from payment of earnest money deposit provided they furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON 'B' AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

8. FORMAT AND SIGNING OF TENDER: -

(a) **Tenderers** are required to submit their tender as per the prescribed Performa given in the tender document in terms of **Clause 23- A** of Section I. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English / Hindi languages. Each copy of the tender should be completed in all respect and should **preferably be bound in one column**. All pages of **the tender and enclosures should be numbered consequentially and s**hall be signed by the tenderer or a person or person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

(b) All pages of the Tender except for unamended printed literature shall be initialed by the person or persons singing the Tender with stamp.

(c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the bid.

9. PROCEDURE FOR SUBMISSION OF TENDER: - The tenderer shall seal the tender in separate inner envelopes, duly marking the envelopes as ENVELOPE No.1 – TECHNICAL BID FOR SUPPLY OF **Certified Seed** ***(WHEAT)*** Variety..... ENVELOPE No.2 – Financial Bid for SUPPLY OF **Certified Seed** ***(WHEAT)*** Variety.....

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

PRICE BID Envelope containing of prices as per clause-6 of Section-I of the tender document.

All inner envelopes shall be placed in an outer sealed envelope addressed to **Regional Manager, National Seeds Corporation Ltd., Bhopal** and super scribing there on.

Notice inviting for purchase of Certified ***(WHEAT) SEED……..*** Sealed tenders are invited in prescribed Tender Form from Seed Tenderer's /Producers/ Cooperative Societies and Seed Companies for supply of ……..qtls of good quality of **Certified Seeds of *(WHEAT)*** of different varieties as indicated in NIT.

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

THE OUTER ENVELOPE SHALL INDICATE THE NAME & ADDRESS OF THE TENDERER TO ENABLE TO BE RETURNED UNOPENED IN CASE IT IS DECLARED "LATE ". **If outer Envelope is not sealed and marked as required above, the purchaser will assume no responsibility for the bid's misplacement or premature opening**.

10. **MODIFICATION AND WITHDRAWAL OF TENDER: -** The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

11. **DEADLINE FOR SUBMISSION OF TENDERS: -** Tender must be received by the purchaser at address specified, not later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

12. **LATE TENDER: -** Any Tender Received by the purchaser after deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will be rejected and/or returned unopened to the Tenderer.

13. **OPENING OF TENDER**: - The purchaser/Corporation will open tenders, in the presence of tenders' representatives who choose to attend at specified time & date in the NSC Regional office, Bhopal. The envelope containing the "**Technical & Commercial bids**" shall be **opened on the date of opening tender** and **"Price Bids**" of tender only be opened based upon an examination of the documentary evidence submitted in **Technical & Commercial Bid** for the Tenderer's qualification by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found **in order**.

14. **CLARIFICATION OF BIDS: -** To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

15. **FORFEITURE OF THE EARNEST MONEY**: - Earnest Money may be forfeited.

(a) If a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or withdraws the tender before awarding of the tender or after the prescribed date and time for depositing of Tender, the EMD will be forfeited without giving any prior notice.

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

(i) To sign the contract in accordance with Section V, or

(ii) To furnish security deposit in accordance with clause no. 23(b) of sections I.

16. **DISPUTES or DIFFERENCES**: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to "settlement of disputes" included in Section-II.

17. **VALIDITY OF OFFER**: The tenderer shall keep their offers open for **acceptance for a period of 90 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day.

18. **AWARD CRITERIA: -** Subject to Clause No. 21, the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily**.**

19. **PURCHASER's/ CORPORATION's RIGHT TO VARY QUANTITIES AT TIME OF AWARD**: - The Purchaser / Corporation reserve the right at the time of award of contract to increase or decrease the quantity of seeds as per requirements without any change in price or other terms & conditions.

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

21. **NEGOTIATION: -** There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

22. **SPLITING OF ORDERS**: - The Purchaser /Corporation may decide to split the order among two or more tenderer according to exigencies of the cases at L-1 rate.

23. **CONTRACTS:-**

a) **SIGNING OF CONTRACT**: - The successful Tenderer's within 15 days from date of issue the Job Order shall sign the agreement with date as per the format given in Section-V of the tender document. The tender document will be considered to be part of agreement, any variation in the terms and conditions as may be changed by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer.

(b) **SECURITY MONEY: -**The security deposit in the form of Demand Draft or irrevocable Bank Guarantee of any Scheduled/Nationalized Bank only on per Qtl basis i. e. @ Rs. **100/- per Qtl** to the total contracted quantity shall have to be furnished within 10 days by the successful tenderers. In case of Bank Guarantee, it shall be valid up to **30th April, 2018.**

Failure of the successful tenderer to comply with the requirement of clause 23 (a) & 23 (b) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

24. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderer: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, except for L-1 & 2 bidder, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS/ crossed cheque drawn on a scheduled bank payable in Bhopal and the Corporation will not be responsible for reimbursing to the tenderer the Bank's commission for encashing the same.

(**B)** Successful Tenderers:

(i) The successful tenderer shall deposit the security money **within 15 days from the date of issue of acceptance of rate order**, deposit in cash (by demand draft) or furnish Bank guarantee in the manner indicated in Section-IV of the tender document towards security for the due fulfillment of the conditions of the contract and sign and date agreement as per the format given in Section -V of the tender document.

(ii) After the successful tenderer has completed formalities as stated above, the earnest money deposit will be refundable to him/them. No interest shall be allowed on earnest money.

(iii) The security deposit will be released after supplies of contracted quantity within cutoff date after **30th April, 2018** subject to the deal is deemed to have been completed satisfactorily and there are no serious complaints from the farmers regarding the germination and quality of the seeds supplied by the tenderer.

NOTE: Duly signed with stamp on each & every page of Section I i.e. "Instruction to Tenderer" to be placed in the envelopes marked "**Technical & Commercial Bid.**

.....

SECTION - II

TERMS AND CONDITIONS OF THE TENDER

1. **Transfer and subletting: -** The Seed Tenderer's/Producers/Cooperative Societies and Seed Companies i.e. tenderer shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

2. **Indemnity:-** The tenderer shall at all times indemnity the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the tenderer of the same and the tenderer shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the tenderer shall make good the amount so payable and the expenses incurred on that behalf. (Please check).

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

   The tenderer shall **within 15 days from the date of issue of Rate acceptance Order furnish security deposit along with agreement on non-judicial stamp paper** with the Corporation. The security deposit shall be furnished in the following manner.

   (A) By means of a Demand Draft on any Scheduled/Nationalized Bank payable at Bhopal in favour of National Seeds Corporation Ltd.,

   OR

   (B) By means of Bank guarantee as per prescribed Performa, enclosed under Section-IV of Part-B of the tender document, issued by any Scheduled **Bank of any branch** and Authorized Signatory of the firm should furnish the affidavit stating therein that Bank Guarantee has been taken from the concerned branch of the Bank for the purpose enumerated therein.

4. The seed produced out of seed production programme organized should be cleaned, graded and processed at Mechanical Processing Plant as approved by the Seed Certification Agency. In no case hand processing material shall be accepted. Only those Tenderer who have mechanized processing facilities along with spiral separator & or gravity separator need therefore to participate in the tender. For the purpose of better supervision the Tenderer will have to process all the contracted produced seed stock strictly at one location only. For this purpose the Tenderer should furnish the details in envelope No. 1.

5. The tenderer shall be required to furnish the competency details as enlisted below to enable the Corporation to judge the competency of the Tenderer. The Tender will be accepted or rejected on the basis of competency details.

A) **FACTUAL DATA:**

The past performance of the tenderer in respect of seed supplies of CERTIFIED/ FOUNDATION SEED TO NSC during last year should be furnished in envelope No. 1.

B) The reputed seed Company means it should have good image all over the state or country and should indicate about technical support for high quality production, processing and supplies of desired quantity of Certified Seeds. Please mention in competency details.

6. The Tenderer shall supply only fresh produced Certified seeds Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards and specifications of the Seed Act-1966. The seeds must be supplied from the fresh stock and not from the revalidation stocks.

7. The Tenderer shall supply only standard **certified seed of *(WHEAT)*** in Jute/ Hessian / HDPE bags supplied by the NSC as per the crop-wise specification of the processing materials. It will be obligatory for the successful Tenderer to use NSC's packing material such as Jute/Hessian / HDPE bags and labels for entire supplies so as to maintain uniformity of crop-wise containers.

8. The NSC shall supply printed Jute/ Hessian / HDPE bags & labels at its cost for crop-wise standard packing of **certified** seed stock. The other processing material such as Gunny bags for outer packing, if required thread, lead seals and thirum etc. have to be arranged by the Tenderer at his own cost. If the thirum quantity is found less than recommended dose, either at seed processing plant, or receiving unit then the payment of thirum will be deducted at the rate finalized by NSC for thirum. The bags are to be lifted by the party at its own cost and has to return the unused bags.

9. The details of the lot(s) supplied to each consignee of the NSC shall be indicated to the Corporation's Head / Regional/Area Office along with the bill.

10. (A). The Dealers/Distributors of NSC cannot participate in the tender.

(B). Tender quantity may be increased/decreased as per actual seed requirement by Corporation.

11. (A). The supply rate should be quoted on per quintal basis without Jute/ Hessian bags/ HDPE bags and labels for fresh Certified processed, bagged and further packed in gunny bags wherever applicable on FOR & Ex-godown basis. GST, other taxes, if any levied in the production state(s) will have to be borne by the Tenderer including market fees too.

11. (B). The minimum quantity for the offer will be as under:-

Crop	Wheat(C/S)
Minimum offer Qty (in Qtls)	GW-496, 700 Qtls, GW-173 & GW-273, 300 Qtls each

11. (c) The supply will commence from the issue date of purchase order and is to be completed within the given time frame work which should be at least to the extent of minimum qty. given above on per day basis for C/S *(WHEAT)*.

12. To arrange the required certified tags from SCA, bag size and its printing approval, to obtain change of marketer permission etc. will be responsibility of the Tenderer.

13. NSC may draw representative samples of the final cleaned/ graded seed lots offered by the tenderer and will get analyzed in NSC's, Quality Control Laboratory (QCL-N) or any other laboratory identified by NSC. Only the lots cleared by both the SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the supply order**. However, there should be zero tolerance on quality parameters.**

14. (a). Failure to deliver less than 90% of approved quantity shall entitle NSC to impose penalty @ 10% of the value of the shortfall in 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. In case, tender fails to deliver any quantity or does not supply any quantity, NSC reserves the right to forfeit the EMD and security amount and initiate proceedings against the Tenderer as per law.

14. (b). For the short supply of seed quantity due to failure in the QCL test results but passed in STL of SCA, vice-versa the CMD of NSC may consider reducing or waiving off the penalty seeing the genuineness and merit of the case.

14. (c). NSC will not be bound to lift entire offered/ indented quantity. The purchase orders will be issued time to time as per requirement.

15. The un-used/excess Jute/Hessian bags/ HDPE bags, and truthful labels supplied by the Corporation should reach Regional Office within a week from the date of last consignment dispatched by the Tenderer, duly acknowledged by NSC Representative of Area Office at nominated centre.

16. In case of short fall as a result of rejection of any quantity of seed under any reason of the clauses from 7 to 8 the supplier shall be liable to pay compensation/damages at the rate of the total value of the quantity so rejected and the same shall be worked out at purchase/procurement rate agreed upon.

17. During the course of supply of seed to NSC, if any losses incurred to Tenderer, NSC will not be responsible for damages, losses.

18. 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 the NSC. For this 20 % of the total amount payable to the Tenderer shall be retained as retention money for 90 days from the last date of dispatch of particular crop and seed and will not carry any interest. The NSC may at its discretion conduct the Grow out test at its own/Government land for identifying the genetic purity and only lots qualified in the Grow out test will be procured by the NSC.

19. The Tenderer shall prepare the Tax invoice in the name of NSC Ltd., Bhopal induplicate & submit the same along with the proof of delivery in respect of each consignment, duly acknowledged on Gate Pass/ L.R. copy by NSC representative and SCA release orders and change of marketing permission certificate of SCA to Regional Office. If these documents not enclosed with the invoice, the payment of such lots/quantities will be withheld till submission of documents though the seed is supplied/ dispatched by the tenderers. **80% payment shall be released after submit the bill**. The Bill/ Invoice should essentially be accompanied with a Certificate incorporating that the seeds are supplied out of fresh produce and not from revalidated stocks. The invoice should also contain the lot wise details. The **GST No.** should be invariably indicated in the invoices.

20. The rejected seed stocks by the Corporation at their receiving ends or in the processing plants of the successful Tenderer shall not be used for resale by the supplier in the Corporation's container.

21. The successful Tenderer shall have to execute the agreement on general stamp paper of required value within 15 days of awarding the contract to him at his cost. The successful Tenderer/s will have to produce attested copy of partnership deed in case of Partnership Firm and also power of attorney on stamp paper in favour of authorized representative duly registered with Notary for execution of agreement and setting all matters related to this contract.

22. Final agreement will be signed by Regional Manager, Bhopal on behalf of the Corporation. Other persons / employees are not authorized to change / alter the terms & conditions of the agreement. Letters issued by other employees on changing clauses of agreement, quantity, procurement policy / rate etc. will not be accepted by the management and it is mandatory requirement to execute the agreement by both the parties with the condition as per clause No. 23 of Section-I of the tender form.

23. The Tenderer shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arise about quality of supplied seed at any point, the Tenderer shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ MOU committee/ other court or any other authority and has to lift the unsold material at his risk and cost.

24. That Tenderer should offer the variety-wise quantity & rate of supplies for fresh quality certified /TL seed in price bid in separate envelope.

26. The Tenderer who is under litigation with NSC or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the tender.

27. DEFAULT & RISK PURCHASE:-

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

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

28. Force majeure:-

a) Notwithstanding the provisions of tender form, the Tenderer shall not be liable for forfeiture of its Security Deposit , liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure mentioned therein below.

b) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, rain touched, lacking luster, damage during transportation, quarantine restrictions and freight embargoes.

c) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29. Settlement of disputes:

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

The arbitrator shall have powers to enlarge time for making & publishing the award with the consent of the parties. The parties will have no objection to the appointment of the arbitrator on the ground that the arbitrator had dealt with the matter of any earlier stage.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India, 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.

30. Refund of Security Deposit:

The Security Deposit will be discharged by the Corporation/purchaser and returned to the Tenderer following the date of completion of the Tenderer performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

31. Corrupt Gifts & Payments of Commission:

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

32. It is understood and agreed by the supplier, tenderer that the prices charged for Seeds supplies under the contract shall under no circumstances exceed the lowest price at which the contractor sells the seeds of identical description to any other State/Central Govt. /Public Sector undertaking during the period of the contract. Affidavit should be given by the supplier on Rs. 500 non judicial stamp paper. Same is to be placed in the "Technical & Commercial Bid ".

****

OTHER TERMS AND CONDITIONS:-

- 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.

- 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 supply to more than one tenderer.

- NSC may increase/decrease the final requirement from the quantity indicated in the NIT at any time during the validity of tender and in no case NSC is bound to lift the entire offered/indented quantity.

- The tenderer shall be responsible for State Sales Tax/Central Sales Tax/VAT and Income Tax liabilities, if any. NSC will not carry any tax liability related with the transaction.

- 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.

- Quality Control Inspectors of the concerned State or the Deptt. To whom the seed has been supplied may draw the samples of stocks. In case the stock 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. Tenderer is bound to make good for the losses of NSC suffered on account of above.

- The respective State Governments/Quality Control Inspector may draw the samples of the stock. In case the stock fails in sampling thereby the stop sale order given/ Civil suit filed with the Court, then the Tenderer should lift the balance seed stock of particular lot at his own cost & risk after release by Govt. QC Deptt./Court, further he will be responsible for the consequences of violation of Seed Act 1966 and Seed Rules 1968. Tenderer is bound to make good for the losses of NSC suffered on account of above.

- That the standard weight of seed container shall be checked at any point of transaction and in case underweight found in the container, NSC will not release payments against such supplies & Tenderer shall be responsible for the Legal consequences of Weight & Measurements Laws including recovery of fine, if any.

- The tenderer will have to give name of the firm, name of the processing plant, godowns, and their postal addresses, telephone Nos. E-mail, name of the responsible person in the tender form itself so as to make further communication.

- **Note:** Duly signed with stamp on each & every page of "**Section II i.e. General Terms & Condition of the Contract** "to be placed in the envelope marked "**Technical & Commercial Bid**".

SECTION-III

T E N D E R F O R M

ANNEXURE- A-I

Owner Photo

NATIONAL SEEDS CORPORATION LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING
REGIONAL OFFICE, Bhopal

PURCHASE OF **C/S (WHEAT)** THROUGH OUTSOURCING PRODUCED OUT OF **RABI-2016-17** SEASON-TENDER.

TECHNICAL BID / COMPETENCY DETAILS:

01)	Name of Tenderer :		
02)	Address : i) Office :		
	ii) Plant :		
03)	Phone Nos: i) Office :		
	ii) Plant :		
04)	Name of responsible persons to handle the business:		
	Sr.No.	**Name of Person**	**Cell No.**
	1.		
	2.		
	3.		
	4.		
	5.		
05)	Registration Certificate No.		
06)	Seed License No.		
07)	Seed Certification Agency Plant Registration No.		
08)	PAN No.		
09)	GST NO.		
10)	(i) Name and Address of Banker: (ii) Account Number :		
11)	(i) Storage facility	a. Own Godown	------- Sq. feet
		b. Hired Godown	-------- Sq. feet
	(ii) Processing facility	a. Own Machine Make _____	Capacity _____ TPH
		b. Hired Machine Make _____	Capacity _____ TPH

12) a. Since how long tenderer is dealing in seed production activity.

i. Number of Years: _____

ii. Past Performance Details of last **3 years** (All Crops put together)

Sr. No.	Year	Name of Agency / Company	Total contracted Quantity (in qtls.)	Total Supplied Quantity (in qtls.)	Percent supply

(If required separate sheet be enclosed)

(b). Last Year (**2016-17**) supply details to NSC under seed production programme: (Season – Kharif / Rabi).

(Qty. in Qtls.)

Sr. No.	Crop /Variety	Stage (FS/CS/TL)	Contracted Quantity	Actual Supply	Percent Supply	Reasons for Shortfall
1						
2						
3						
4						
5						
6						
7						

13) Total Physical / Financial Turn over:

Sr. No	Financial Year	Physical Quantity (in Qtls.)	Financial Turnover Turnover in Rs. Lakhs
1	2014-15		
2	**2015-16**		
3	**2016-17**		

14) Technical / other Manpower availability details:

Sr. No	Name of Staff	Designation	Qualifications
1			
2			
3			
4			

15) Availability of Breeder / Foundation seeds with tenderer:

Sr. No.	Crop / Variety	Stage	Quantity available in Qtls.	Source
1				
2				
3				
4				

16) Proposed production for Rabi 2017-18 season.

Sr. No.	Crop / Variety	Area Proposed Hectares	Quantity Planned Qtls.	Expected Productivity per Hectare	Location of production programme District/ Town
1					
2					
3					
4					

17) E M D Details:

- DD No. _____
- Bank _____
- Amount _____

18) List of Enclosures: Tick (√) Certificates enclosed.

1. Copy of valid Registration Certificate from seed Certification Agency.
2. Copy of valid Seed Business License from State Agril. Deptt.
3. Copy of valid GST Certificate.
4. Photo Copy of Pan Card.
5. Power of Attorney Certificate in case Partnership Firm / Company.
6. _____

Above information is true to our knowledge and belief.

Signature of Tenderer :

Stamp

Date: _____

SECTION-III A

Annexure-A-2

Affidavit Certificate

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

Name_____

Designation _____

Name of the Firm/Company _____

Full address _____

_____

Rubber stamp_____

Place: _____
Dated: _____

Check list of enclosures for Technical & Commercial Bids:

- EMD.
- Certificate of registration of the firm.
- Partnership Deed if Partnership firm.
- Authorization /Resolution for signing of bid if it is limited company or partnership firm.
- An affidavit of ownership if proprietary firm/sole traders.
- A copy of PAN No. & Income-tax Return for the current year & previous year.
- Copy of GST Registration No.
- Business performance certificate from customers for quality and timely supply preferably from Govt. Organization.
- If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
- Affidavit certificate that not blacklisted and no arbitration case pending in this office.
- MSME registered with NSIC Certificate with proper validity for item of rate offered.
- Other document if any in support of the tender.
- Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
- Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organizations.
- Balance Sheet for last Three years.

17. Annual Turn Over of the firm should not be less than Three times of quoted value of the Offer.

18. Evidence of access to financial resources.

Note: - In absence of any above document, tender may be consider for rejection. To be submitted to NSC by e-tender submission and in the envelope marked "Technical & Commercial Bid" All the documents should be properly tagged with the seal and signature.

Annexure- A-3

SECTION-IV

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

This bank guarantee executed on this _____date of 2017 by _____(hereinafter called the "Bank" which expression shall include wherever permissible, its successors and assigns) in favour of the National Seeds Corporation Ltd., Regional Office, Bhopal (hereinafter called "Corporation" which expression includes its successors and assigns at the request of M/s._____
(herein after called the "supplier")

WHERE AS 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 against the bank and the guarantee herein contained shall be enforceable against the tenderer before demanding the aforesaid amount of bank guarantee from the bank of preceding 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.

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.

Annexure- A-4

SECTION-V
AGREEMENT

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

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

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

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

SETTLEMENT OF DISPUTES

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

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

In case the supplier is a Public Sector Undertaking, the above clause shall not be applicable and in that event the following clause shall apply. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the arbitration of one of the 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 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 NSC conveys it in writing.

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,**
Witness	**Witness**
1.	**1.**
2.	**2.**
3.	

Annexure- A-5

SECTION - VI

Pre-Contract Integrity Pact

PRE-CONTRACT INTEGRITY PACT

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

General:-

1. Whereas National Seeds Corporation Limited represented by ……hereinafter referred to as the Buyer and the first party, proposes to procure 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.

9. Fall Clause

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

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

10. Examination of Books of Accounts

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

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Validity

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

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

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

BUYER BIDDER

CHIEF EXECUTIVE OFFICER
Company Name

Witness

1. _____

2. _____

1. _____

2. _____

Financial Bid, Part – B

FINANCIAL BID

(Form for offer by Tenderer's to be submit in e-tender and sent in sealed ENVELOPE)

From:
M/s. ----------

To:

Regional Manager,
National Seeds Corporation Ltd.,
48-49, Sector-B, Industrial Area,
Near J.K. Road, Govindpura,
Bhopal

Sir,

With reference to your enquiry / advertisement in …… published on dated …….. here by quote our most competitive offer for supply of Certified (Wheat) Seed as per the Terms and Conditions provided by you. The particulars of offer are given below:-

S.No	Crop	Variety	Qty. offered (in Qtls.)	F.O.R Basis Supply rate (Rs. per Qtls)			Ex-godown Supply rate (Rs.per Qtls)
				M.P	C.G	Gujarat	
1	Wheat (C/S) (40 Kg packing)	**GW-273**					
		GW-173					
		GW-496					

Your's faithfully

Dated:…….
Place ……..

Signature
Name : ……...……
(Complete address): ……
Phone No: ……...
Fax No.: ……..
E-mail : …….…….
Seal