



**National Seeds Corporation Limited**  
(A Government of India Undertaking)  
Regional Office – Sheikhpura, Patna – 800014  
Telephone No : 0612-2287744  
Fax : 0612-2282412 Email: rm.patna@indiaseeds.com

File No- Mktg-3/Til/Prod./NSC-Patna/2018-19

दिनांक: 13-02-2019

### अल्पकालीन ई-निविदा सूचना

राष्ट्रीय बीज निगम लिमिटेड (भारत सरकार का संस्थान) पटना, दो बिड प्रणाली (तकनीकी एवं वित्तीय) में तिल के प्रमाणित बीज क्रय करने हेतु प्रतिष्ठित बीज उत्पादनकर्ता संस्थाओं से ई-निविदा आमंत्रित करता है। ई-निविदा, दिनांक 27-02-2019 को 14:00 PM बजे अपराहन तक ही ऑनलाइन प्राप्त की जाएंगी। निविदा की समस्त नियम एवं शर्तें NSC की website [www.indiaseeds.eproc.in](http://www.indiaseeds.eproc.in), [www.indiaseeds.com](http://www.indiaseeds.com) पर उपलब्ध है। आवश्यकतानुसार शुधि पत्र इत्यादि नेशनल सीड्स कारपोरेशन की वेबसाइट पर ही उपलब्ध होगी।

कृते क्षेत्रीय प्रबंधक



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**File No- Mktg-3/Til/Prod./NSC-Patna/2018-19**

**Date: 13-02-2019**

National Seeds Corporation Ltd (A Govt. of India Undertaking) Patna, Invite short term e-tender under two bid systems for purchase Til (Sesamum) Qty. 500.00 Qtls. Good quality C/s seed FRESH FROM kharif-18 Production on actual requirement basis, if any, for marketing **duly packed and tagged in NSC bags** from reputed producer/Organizers/Govt. Agencies/Cooperative Societies. Details scope of work and terms and condition are available on NSC website [www.Indiaseeds.com](http://www.Indiaseeds.com), <https://indiaseeds.eproc.in>.

**Bidders are required to register in our e-portal** <https://indiaseeds.eproc.in> . The bid must be uploaded by the bidders online by 27-02-2019 up to 14:00 PM and bid will be open on by 27-02-2019 at 15:00 PM

Particular	Details
Date of Issue NIT	<b>14-02-2019</b>
Date and time for submission online Bid	27-02-2019 up to 14:00 PM
Technical Bid Opening Date	27-02-2019 at 15:00 PM
<b>Tender Fee (to be submitted online)</b>	Rs. 1000/- (One Thousand only)
<b>EMD (to be submitted online)</b>	Rs. 200000/- (Two Lakh Only)
Contact Person	Onkar Singh, Regional Manager (09771447781) Email: <a href="mailto:rm.patna@indiaseeds.com">rm.patna@indiaseeds.com</a>

**For Regional Manager**

## SECTION – I

### **INSTRUCTIONS TO TENDERER – ONLINE MODE**

#### **DEFINITIONS:**

- **C1 India Private Limited:** Service provider to provide the e-Tendering Software.
- **NSCL e-Procurement Portal:** An e-tendering portal of National Seeds Corporation Limited (“NSCL”) introduced for the process of e-tendering which can be accessed on <https://indiaseeds.eproc.in>.

#### **I. ACCESSING / PURCHASING OF BID DOCUMENTS :**

- It is mandatory for all the bidders to have Class-III Digital Signature Certificate (**With Both DSC Components, i.e. Signing & Encryption**) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of NSCL.
- C1 India Pvt. Ltd. Facilitates procurement of Class-III DSC's. DSC Procurement request may be sent to [vikas.kumar@c1india.com](mailto:vikas.kumar@c1india.com) for more details during NSCL working days.
- To participate in the e-bid, it is mandatory for the Applicants to get themselves registered with the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>) to have a user ID & Password which has to be obtained by submitting a non-refundable annual registration charges of Rs. 3416/- inclusive of all taxes in favour of M/s C1 India Private Limited through Online mode. Validity of Registration is 1 year.
- In case of online mode (i.e. Net banking, Debit card, Credit Card), Vendors have to send an e-mail intimation to Helpdesk for their profile activation. The account will be activated within 24 working hours.
- All profile activations will be done only during NSCL working days. No profile activation will take place during NSCL Holidays & Gazette holidays.
- The amendments / clarifications to the tender, if any, will be posted on the NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>).

- To participate in bidding, bidders have to pay EMD (refundable) as per the amount mentioned in the tender document through Online mode (internet banking/debit card/credit card).
- To participate in bidding, bidders have to pay Tender Processing Fee of Rs. 570/- inclusive of all taxes (Non-refundable) through online mode (internet banking/debit card/credit card).
- Both 'EMD' and 'Tender Document Fee' are mentioned in individual tender document as published at NSCL e-Tendering Portal (<https://indiaseeds.eproc.in>). The bidders who are MSE and registered with NSIC are exempted from paying EMD and tender document cost, for which they have to submit the documentary proof.
- For helpdesk, please contact e-Tendering Cell and Help Desk Support.

## **II. PREPARATION & SUBMISSION OF APPLICATIONS:**

- Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted compulsorily online mode following the instructions appearing on the screen / NIT.
- Vender can pay tender document Fee as per tender document online through Internet Banking / Debit Card / Credit Card.
- A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

## **III. MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS :**

- The Bidder may modify, substitute or withdraw It's e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw it's e-bid.

#### **IV. OPENING AND EVALUATION OF APPLICATIONS :**

- Opening of Applications will be done through online process. However, Corporation reserves the right for evaluation and decision based on tender submitted online.
- NSCL shall open documents of the Application received in electronic form of the tender on the Application due date i.e. in

the presence of the Applicants who choose to attend. NSCL will subsequently examine and evaluate the Applications in accordance with the provisions set out in the Tender Document.

- The price bid will be opened of the responsive applicants. The date of opening of price bid will be notified later on.

#### **V. DISCLAIMER :**

- The vender must read all the instruction in the RFP and submit the same accordingly.

## Section II

### TERMS AND CONDITIONS FOR PURCHASE OF Til (Sesamum) Certified SEED

National Seeds Corporation Limited, Patna desires to purchase of following good quality **Til (Sesamum) Certified seed**, FRESH FROM summer/ kharif 2018 PRODUCTION on actual requirement, if any, for marketing **duly packed and tagged in NSC bags** from reputed Government organizations/producers/Organizers/Cooperative Societies and seed companies, herein after called as tenderer/ seed supplier on the following terms and conditions in two bid system:

Sl No.	Crop	Variety*	Category of seed	Quantity in (Qtls)
1	Til (Sesamum)	RT-351; RT-346; GT-4	C/s	500.00

#### TERMS AND CONDITIONS:

1. The tenderer shall present the offer online only. The offer for Til C/s seed, less than 100 qtls will not be entertained. The tenderer has to submit the farmers list of Til produce.
2. Rate shall be quoted in per qtl. EX Godown /as well as FOR basis for the final cleaned/graded, and packed quantity in NSC packing (exclusive of bag weight). The rate shall be all inclusive and no other claims on taxes etc. If any liable shall be entertained.
3. **The tender shall be accompanied by tender fee Rs. 1000/-(non refundable) & interest free EMD of Rs. 2.00 Lakh (Two lakh only) have to be deposited through online (i.e Credit card/ debit card/Internet Banking).** Tender without EMD & tender form cost will be rejected. EMD of unsuccessful tenderers except the lowest three will be returned through RTGS/NEFT within 45 days of tender opening. EMD of the lowest three will be returned after the entire deal is over or four months whichever is later. Outstanding amount, if any of the seed producers with NSC will not be considered for the EMD & tender form cost. The tender participants registered with NSIC are exempted from EMD deposit & tender form cost. However security deposit will be waved off only to the extent of monetary limit.
4. **Online Tenders will be submitted by 14.00 hrs on dated 27-02-2019 and technical bids will be opened on the same date and place at 15.00 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 & found eligible as per technical bid criteria. Tenders received after the due date and time shall not be accepted.
5. The tenderer's offer shall be valid at least for three month (90 days) and should be at least for 300 qtls Til Certified seed. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 3<sup>rd</sup> days of demand letter/dispatch order issued by NSC. Though NSC can give the confirmation/clearance agreement is executed within 5 days of confirmation/clearance.
6. Failure to deliver less than 90% of approved quantity by NSC shall entitle NSC to impose penalty on tenderer @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 of Rs. 2/- per day per qtls 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 or five lakh whichever is more in the form of RTGS/Demand Draft drawn in favour of National Seeds Corporation Ltd., Patna. The tenderer will submit the copy of UTR number granted by the Banker in support of RTGS. 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 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.
9. The Seed shall be processed and packed in NSC bags only 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.
10. The Tenderer essentially submit the STL REPORTS issued from concerned SSCA, which are satisfactory in nature, for the offered qty. of certified seed. Further the tenderer will arrange for the SCA's permission for packing the offered/accepted quantity in NSC bags, in case of certified seed.
11. The tenderer shall make available to NSC a copy of the Release Order/Certificate issued by the State Certification Agency (SSA) for each lot delivered to NSC, in case of certified seed.
12. NSC may draw representative sample 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 SCA and NSC will be finally accepted by NSC. NSC will draw samples for 25% more quantity than the offered qty. to ensure that in event of failure of any in QCL there is no shortfall in the supply from the offered quantity of tenderer.
13. Seed inspector/ officer of Bihar state may also draw the representative samples from the seed lots supplied in Bihar state. Only the lots cleared by BSCCA shall finally be considered.
14. NSC will provide the design & matter of packing material, while the supplier will provide the packing material-bags and labels, certification tag. Thread, seal and treatment material essentially and arrange the packing sealing, labeling, tagging stacking weighment and loading at his cost. From the 3<sup>rd</sup> day of placement of dispatch orders the Tenderer, who are eligible to supply minimum 150 qtls. Seed per day. (Ex Godown / FOR Bihar & Jharkhand basis) essentially.
15. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standard. 1988 as amended from time to time and shall possess good physical appearance and lusture to NSC's satisfaction.
16. 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.
16. NSC may increase /decrease the final requirement of the quantity in the tender and Seed shall be purchased only on based on actual requirement.
17. If require, NSC may repeat the order for the additional 100 % quantity with mutual consent.
18. NSC will retain 10% payment along with the security deposit as retention money for 120 days.
19. Successive payments will be released, through RTGS/ crossed A/C payee cheque only after receipt of payment from actual seed users/Agency/Department of Agriculture, Bihar, Patna; subject to satisfactory germination reports from BSCCA, for supplied quantity.
20. The tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC.
21. In the event of any dispute/ complaint with reference to the seed quality, if supplier is unable to prove/ establish genuineness of the supplied seeds, he shall bear the loss/ damage, if any, sustained by NSC to the relevant extent.
22. Conditional offer shall not be accepted and the tenderer shall not impose any term/ condition.

23. NSC reserves the right to accept/ reject any or all the tenderers without assigning any reason whatsoever.

24. Tenderer shall fully responsible for supply the seed to desired destinations in case of FOR delivery of seed and any discrepancy in the actual delivery of seed, if found, tenderer shall be completely responsible for same , and all the further consequences regarding jurisdiction, in that case shall be entertained by tenderer only.

25. In the event of any questions / dispute or difference arising between NSC and the supplier on any matter covered by these terms and conditions or arising directly or indirectly there from or connected with these term and conditions in any manner the matter shall be referred to the sole arbitrator who may appointed by the CMD, NSC or by any other competent officer who at the relevant time is occupying the highest office in NSC at New Delhi and has been delegated with such powers. The tenderer shall have no objection in this regards. Also the courts of New Delhi alone shall have jurisdiction to adjudicate thereon.

#### **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. NSC reserves the right to accept or reject either in full or part of the tender or all the tenderers without assigning any reason. NSC further reserve the right to award contract issue the order for supplies to more than one tenderer.

3. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision on the sole arbitrator appointed by NSC whose decision will be binding on both the parties.

4. The court of low situated at Delhi will have the jurisdiction in the matter related to this tender or/ and dispute during the performance of the contract.

5. The tenderer shall be responsible for state Sale Tax/VAT/GST and Income Tax liabilities, if any. NSC will not carry any Tax liability related with the transaction.

6. NSC will not responsible for 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 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.



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

**For the tenderer's use**

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

Date

Signature of the tenderer

Name.....

Full Address: .....

.....

**TECHNICAL BID : PART-A**

**PROFORMA FOR TECHNICAL BID**

Name & Address of the bidder:

M/s .....  
.....  
.....

To,  
Regional Manager  
National Seeds Corporation Ltd., Rajabazar  
Sheikhpura, Patna-800014

**1. Status / Constitution of the Firm:**

**A: Sole Proprietorship / Partnership / Body Corporate / Co-operative Institution.**

Name of Sole Proprietor:

Attach affidavit of Sole- Proprietorship & Registration of firm.

**B. If Partnership, Name of the Partners or Power of Attorney**

Attach latest certified copies of Partnership deed/ Power of Attorney.

**C. Corporate Body,**

Attach certified copy of certificate of Incorporation / Memorandum and Articles of Association.

**D. Co-operative Institution**

Attach certified copy of resolution of Co-operative institute.

**2. Profile of the Company:-**

Name of the Bidder	Seed Producer Registration No with SSCA and Validity	Seed Processing Plant Reg. No. & its validity	Seed License No. & its validity	Experience in seed production (Years)
1	2	3	4	5

**Copy has to be attached (SI No- 2, 3, 4)**

**3. Income Tax Details**

PAN	IT Return for Last two Years	
	Attached copy	Attached copy

**4. Registration**

<b>GST No. (Attached copy)</b>	<b>(Attached copy)</b>
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**5. Audited Account last two year. (Attached Copy)**

**6. Details of seed prodn. Of prev. two yrs**

Year	Total Produced Qty(In Qtls.)

**7. Quantity offered (crop/variety wise) for supply ( Qty in Qtls)-**

S. No.	Crop	Variety	Class	Quantity offered ((qtls.)
1	Til (Sesamum)	RT-351	C/s	
2	Til (Sesamum)	RT-346	C/s	
3	Til (Sesamum)	GT-4	C/s	

**Note: Registration documents of offered qty. with concerned SSCA (PROOF must be enclosed, which authenticate the certified seed production of offered qty.)**

Dated: -----

Signature -----

Place -----

Name -----

Complete address: -----

.....  
-----

Phone No. -----

Fax No. -----

Email -----

**FINANCIAL BID: PART-B**

**FINANCIAL BID**

**(Form for offer by tenderers to be sent in sealed ENVELOPE)**

From:

M/s .....

.....

To,

Regional Manager

National Seeds Corporation Ltd., Rajabazar

Sheikhpura, Patna-800014

Sir,

With reference to your advertisement dated **14-02-2019** we hereby quote our most competitive offer for the supply of Til (Sesamum) Certified Seed as per the Terms & Conditions provided by you. The particulars of offer are given below:

S. No.	Crop	Variety	Class	Quantity offered ((qtls.)	Rate per quintal ( <u>ex-godown</u> ) for final cleaned / graded quantity in NSC packing		Rate per quintal ( <u>FOR Bihar</u> ) for final cleaned / graded quantity in NSC packing		Rate per quintal ( <u>FOR Jharkhand</u> ) for final cleaned / graded quantity in NSC packing	
					In figure	In words	In figure	In words	In figure	In words
1	Til (Sesamum)	RT-351	C/s							
2	Til (Sesamum)	RT-346	C/s							
3	Til (Sesamum)	GT-4	C/s							

Yours faithfully

Signature .....

Name .....

Complete address: .....

.....

Phone No. ....

Fax No. ....

Email .....

Seal

Dated: .....

Place .....

## **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 specifications quantities and No. mentioned in Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ which shall form part of this agreement. Amendment made in the P.O., if any, shall also form part of this agreement.

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

## **SETTLEMENT OF DISPUTES**

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

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

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

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

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

**For and on behalf of the supplier**

**for and on behalf of the National Seeds Corporation Ltd. Mohali.**

**Witness**

**1.**

**2.**

**Witness**

**1.**

**2.**

## 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.

#### **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. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

1.

2.