



# राष्ट्रीय बीज निगम लिमिटेड

(भारत सरकार का उपक्रम- मिनी रत्न कंपनी)

मुख्यालय-  
बीज भवन, पूसा परिसर,  
नई दिल्ली -150 012

क्षेत्रीय कार्यालय:  
शेखपुरा, राजाबाजार  
पटना -800 014 (बिहार)  
दूरभाष: 0612-2287744, फैक्स:0612-2282412

विपणन-3/अल्पकालीन ई-निविदा/(मसूर, मटर, अलसी)रा०बी०नि०लि० – पटना/ 2022-23

दिनांक: 05.11.2022

## अल्पकालीन ई-निविदा

राष्ट्रीय बीज निगम लि. (भारत सरकार का उपक्रम) क्षेत्रीय कार्यालय, पटना, द्वारा दो बीड सिस्टम (तकनीकी बीड एवं वित्तीय बीड) में – मसूर, दलहनी मटर, अलसी (तीसी), सूरजमुखी व कुसुम (Safflower) प्रमाणित बीजों को क्रय करने हेतु सरकारी/ सहकारी संस्थाओं/ प्रतिष्ठित बीज उत्पादनकर्ता संस्थाओं से 7 दिन हेतु अल्पकालीन ई-निविदा आमंत्रित की जाती है। ई-निविदा, दिनांक 12.11.2022 समय 14:00 बजे तक ही प्राप्त की जायेंगी। निविदा की समस्त नियम एवं शर्तें वेबसाइट [www.indiaseeds.com](http://www.indiaseeds.com), <https://indiaseeds.enivida.com> पर उपलब्ध है। आवश्यकतानुसार शुद्धिपत्र इत्यादि राष्ट्रीय बीज निगम लि. की वेबसाइट पर ही उपलब्ध होगी।

क्षेत्रीय प्रबंधक



**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/ (Lentil, Peas & Linseed) /e-tender/NSCL-PTN/2022-23

Date: 05.11.2022

### **SHORT TERM E-TENDER**

National Seeds Corporation Ltd (A Govt. of India Undertaking) Invite short term E-tender under two bid systems to purchase Lentil, Field Pea, Linseed, Sunflower & Safflower good quality Certified seeds fresh stock from Rabi 2021-22 Production. The quantity may increase/decrease on actual requirement basis, if any, for marketing **duly packed and tagged in NSC bags** from reputed producers/Organizers/Govt. Agencies/Cooperative Societies etc. Details and terms and conditions are available on NSC website [www.Indiaseeds.com](http://www.Indiaseeds.com), <https://indiaseeds.enivida.com>. **Bidders are required to register in NSC's e-portal <https://indiaseeds.enivida.com>**. The bid must be uploaded by the bidders online by 12.11.2022 up to 14:00 hrs. and bid will be opened on the same date i.e. 12.11.2022 at 15:00 hrs.

<b>Particular</b>	<b>Details</b>
Date of Issue NIT	<b>05.11.2022</b>
Tender document downloading Start date	<b>05.11.2022</b>
Tender document downloading end date	<b>12.11.2022</b>
Last Date and time for submission online Bid	12.11.2022 at 14:00 hrs
Technical Bid Opening Date	12.11.2022 at 15:00 hrs
<b>Tender Fee (to be submitted online)</b>	Rs. 1000/- + GST Rs. 180/- (GST@ 18%) total= 1180/- Non refundable
<b>EMD (to be submitted online)</b>	Rs.1,00,000/- (One Lakh Only)
Contact Person	Sh. Abhinav Pandey, Marketing Incharge, NSC, Patna (9262695980) Email: marketing.nscptn@gmail.com rm.patna@indiaseeds.com

**Regional Manager**

## SECTION – I

### INSTRUCTIONS TO BIDDER – ONLINE MODE

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

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

**Thank You**

**Technical Support - Phone: 9355030617, 8448288980, 8448288984**

**Tel: 011-49606060**

□ **Email ID - [enividahelpdesk@gmail.com](mailto:enividahelpdesk@gmail.com), [enivida2021@gmail.com](mailto:enivida2021@gmail.com)**

## Section II

### TERMS AND CONDITION FOR PURCHASE OF

#### **LENTIL, FIELD PEA, LINSEED, SUNFLOWER & SAFFLOWER CERTIFIED SEED**

National Seeds Corporation Limited (NSC) desires to purchase good quality of Lentil, Field Pea, Linseed, Sunflower & Safflower certified seeds fresh from Rabi 2021-22 production; **duly packed and tagged in NSC's bags. Procurement will be made on actual requirement & consignment basis**, from reputed producers /Organizers /Cooperative Societies and seed companies etc, herein after called as tenderer/ seed supplier on the following terms and conditions in two bid system:

#### **TERMS AND CONDITIONS:**

1. The tenderer shall present the offer on his letter head using the enclosed offer format. The offer for less than 40% quantity in case of each crop will not be entertained. The tenderer has to submit the farmers list of offered Crop/varieties for certified seeds.
2. Any offered quantity of seed without variety for any crop shall not be entertained.
3. Rate shall be quoted in Rs. per Quintal **FOR Bihar & Jharkhand** for the net final cleaned/graded tested and packed quantity in NSC packing (exclusive of bag weight). **THE QUOTED RATES SHALL BE ALL INCLUSIVE OF TAXES I.E. GST etc., if applicable.**
4. The tender shall be accompanied by tender fee of Rs. 1000/-+ GST Rs. 180/- (GST@ 18%) total= 1180/- (non refundable) & interest free EMD of Rs. **1.00 Lakh (One lakh only)**. The Bid Security (EMD) may be accepted in the form of Insurance Surety Bond, Account Payee DD, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial bank or online payment in as acceptable form safeguarding the purchaser's interest in all respects. Tender without form cost & EMD will be rejected. EMD of unsuccessful tenderer will be returned through RTGS within 45 days of tender opening. In case of more than three tenderer, EMD of the lowest three will be returned after the entire deal is over or six months whichever is later. Previous outstanding amount, if any, of the tender participant with NSC, will not be considered for the EMD purpose. The tender participants registered with NSIC are exempted from tender form cost and EMD deposit. However security deposit will be waved off only to the extent of monetary limit.
5. Tenders will be received by online at 14.00 hrs on dated 12.11.2022 and technical bids will be opened on the same date and placed at 15.00 hrs in the presence of all those tenderers, who wish to be present. The offered stock verification will be done before opening of the financial bid or issue of the supply order. Only those parties will be qualified for opening of financial bid or the supply orders shall be issued accordingly, if their stock is found in order as per the quantity quoted in the tender. Physical stock verification of the offered quantity will be conducted at the storage address as informed by tender party. Tenders received after the due date and time shall not be accepted.
6. The tenderer's offer shall be valid for at least six months from the date of agreement of the tender. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 5<sup>th</sup> day of demand letter/dispatch order issued by NSC and should be completed as per cutoff date of respective dispatch orders.

7. Failure to deliver less than 90% of the offered quantity by the tenderer, shall entitle to NSC to impose the penalty @10% of the value of the shortfall in the supply at the rate agreed to. The penalty for short supply will remain at 10% of the value of the quantity not supplied against 90% benchmark. For deliberate delayed supplies of Rs. 2/- per day per qtls will be charged.
8. The successful tenderer shall remit interest free **Security Deposit @5% of the total value of total seed to be supplied at the approved rate** in the form of Insurance Surety Bond, Account Payee DD, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial bank or online payment in as acceptable form safeguarding the purchaser's interest in all respects. 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.
9. 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 along with the Security Deposit.
10. The tenderer will arrange for the SCA's permission, if necessary as per existing seed act law for packing of the offered / accepted quantity in NSC bags.
11. The tenderer shall make available to NSC a copy of the release order/ certificate issued by the state certification agency (SSA), if applicable for the supplied seed by tenderer , for each lot delivered to NSC.
12. The Seed shall be processed and packed as per NSC's requirement at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time.
13. 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)** or any other laboratory identified by NSC. In case of certified seed quantity 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 to ensure that in event of failure of any lot in QCL there is no shortfall in the supply from the ordered quantity.
14. Tenderer shall arrange **packing material-bags, labels, & certification tag. Thread, seal and treatment material essentially and arrange the packing sealing, labeling, tagging stacking weighment and loading at his cost. The packing must be done in the approved quality, art & design of NSC bags and representative sample of NSC bags will be provided by NSC at the time of awarding the supply order. However tenderer / supplier shall submit an affidavit in regards of use of NSC's packing material, which shall be submitted at the time of placement of order.**
15. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standard. 2013 as amended from time to time and shall possess good physical appearance and lustre 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.

17. NSC may increase /decrease the final requirement of the quantity in the NIT and seed shall be purchased only on actual need basis. Increase will be 100% quantity over and above to the quantity mentioned in the NIT.
18. If required, NSC may repeat the order for the additional quantity within one month from the date of last dispatch order with mutual consent.
19. Successive payment will be released through RTGS to tenderer after receipt of payment from actual users i.e. State government/SSC/ other institutions and after the receipt of bills verified by consignee subject to fulfilling the requirements set out in the terms & conditions.
20. NSC will retain 10% payment along with the security deposit as retention money upto six months from the date of deposit or completion of entire deal and this amount will be released along with EMD deposit through RTGS after satisfactory results from the field.
21. The tenderer shall, at his cost, take back part or full quantity of such stock proved defective on receipt by/ delivery to NSC.
22. In the event of any dispute/ complaint with reference to the seed quality, if tenderer is unable to prove/ establish genuineness of the supplied seeds, tenderer shall bear the loss/ damage, if any, sustained by NSC to the relevant extent.
23. The supply order shall be on consignment basis and the un-sold stock if any, shall have to be taken back by the tenderers at their own cost (up to 5% of supply order quantity of the district).
24. Conditional offer shall not be accepted and the tenderer shall not impose any term/ condition.
25. NSC reserves the right to accept/ reject any or all the tenderers without assigning any reason whatsoever.

#### **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 reserves the right to award contract issue the order for supplies to more than one tenderer.
3. In case any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussions, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act,1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.
4. The tenderer shall be responsible for state Sale Tax/VAT/GST and Income Tax liabilities etc, if any. NSC will not carry any Tax liability related with the transaction. Tax matter shall be applicable as per rules.

5. NSC will not responsible for losses incurred to the supplier/tenderer due to change in Govt. Policy decisions, natural calamities, which are beyond the control of NSC.
6. 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.
7. 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.
8. If any of the tenderer, wants to supply the quantities from their other sister concerned firm(s), should invariably be mentioned clear cut in the tender document with supporting documents. The payment will be made to original/main tenderer.
9. The tenderer will have to give name of the firm, name of the processing plant, godowns their postal addresses, telephone nos., Email, and name of responsible person in the tender form itself, so as to make further communication.
10. The tenderer should have valid seed license.
11. The tenderer should have working experience in the same field for at least 3 years. Supporting documents should be enclosed in this respect.

**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

Seal

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	Affidavit not having blacklisting of Firm	Seed production Experience in years
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>

\*Wherever applicable

Copy has to be attached (SI No- 2, 3, 4 & 5)

**3. Income Tax Details**

PAN	IT Return for Latest two Years	
Attach copy	Attach copy	Attach copy

**4. Registration**

<b>GST No. (Attach copy)</b>	
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**5. Audited Accounts Balance sheet Latest two year with UDIN. (Attach Copy)**

**6. Details of seed produced in last two years**

Year	Total produced quantity (Qtls.)

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

SL NO.	CROP	VARIETY	CLASS	DESIRED PACKING SIZE (KG)	DESIRED QTY. (QTLS)	Offered Qty (Qtls)
1	LENTIL	L-4717	C/S	4 KG	2500.00	
2	LENTIL	KLS-09-03 (KRISH)	C/S	4 KG	1500.00	
3	LENTIL	IPL-220	C/S	4 KG	1500.00	
4	FIELD PEAS	IPFD-12-2	C/S	30 KG	1500.00	
5	LINSEED	PRIYAM	C/S	2 KG	1000.00	
6	SUNFLOWER	KBSH-41, KBSH-44, KBSH-53	C/S	1 KG	500.00	
7	SAFFLOWER	A-300, NARI-38, AKSHAGIRI, 59-2-1, NARI-57	C/S	1 KG	50.00	

**8. In case of certified seed offer; Registration documents of offered qty. with concerned SSCA (PROOF must be enclosed, which authenticate the certified seed production of offered qty.) along with progeny certificate.**

**9. Copy of receipt of online tender fee and EMD**

**Note:** Seal & Signature of authorized person of firm should be on each & every page of all the documents to be submitted by firm.

Dated: -----

Signature -----

Place -----

Name -----

Complete address: -----

Phone No. -----

Fax No. -----

Email -----

**FINANCIAL BID: PART-B**

**FINANCIAL BID**

From:

M/s .....

To,

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

Sir,

With reference to your advertisement dated ----- we hereby quote quantity and rate for the supply of Lentil, Field Pea, Linseed, Sunflower & Safflower C/S Seed as per the Terms & Conditions provided by you. The particulars of offer are given below:

SL NO.	CROP	VARIETY	CLASS	DESIRED PACKING SIZE (KG)	Offered Qty (Qtls)	Offered Rate Inclusive of all tax (FOR BIHAR & JHARKHAND) Rs. Per Qtls	
						In Figures	In Word
1	LENTIL	L-4717	C/S	4 KG			
2	LENTIL	KLS-09-03 (KRISH)	C/S	4 KG			
3	LENTIL	IPL-220	C/S	4 KG			
4	FIELD PEAS	IPFD-12-2	C/S	30 KG			
5	LINSEED	PRIYAM	C/S	2 KG			
6	SUNFLOWER	KBSH-41, KBSH-44, KBSH-53	C/S	1 KG			
7	SAFFLOWER	A-300, NARI-38, AKSHAGIRI, 59-2-1, NARI-57	C/S	1 KG			

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

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

IN WITNESS WHEREOF both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives. All the terms and conditions of tender documents are accepted.

**For and on behalf of the supplier**

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

**Witness**

**Witness**

**1.**

**1.**

**2.**

**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 (SUPPLIER)**

**Company Name**

**Witness**

1. \_\_\_\_\_

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

1. \_\_\_\_\_

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