



ब्रह्मपुत्र वैली फर्टिलाइजर कॉर्पोरेशन लिमिटेड  
BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED

विपणन विभाग  
नामरूप, डाकघर: परबतपुर, जिला : डिब्रुगढ़,  
असम, पिन: 786623, फैक्स: + 91-364-2500533

MARKETING DIVISION  
NAMRUP, P.O.: PARBATPUR, DIST: DIBRUGARH,  
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CIN No. U24123AS2002GOI006786

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Please reply to:  
General Manager (Mktg)  
BVFCL, Namrup  
P.O. Parbatpur – 786 623  
Dist. Dibrugarh (Assam), India  
GST No: 18AABCB9399R1ZK

**NOTICE INVITING TENDER**

BRAHMAPUTRA VALLEY FERTILIZER CORPORATION LIMITED, NAMRUP (ASSAM) INVITES ONLINE BIDS in two bid system through <https://etenders.gov.in> from reputed seed producers/organizers and seed companies on short term basis (i.e seven days from the date of uploading) for the year of 2021-22 & 2022-23. The bidders have to supply the undernoted seeds of various crops on FOR basis by Road delivery to the various dealers destinations/receiving points of Assam, Tripura, Manipur, Nagaland, Mizoram, Bihar , West Bengal, Odisha & Jharkhand.

The brief of the NIT is hereunder:

1. NIT NO : BVFCL/MKTG/SEED/NIT/21-22/01
2. DATE OF ISSUE : 22/02/2022
3. TYPE OF BID : TWO STAGE
4. BID OPENING : 28/02/2022 11.00 AM

**Annexure-I**

S.N.	Crop	Variety	Type of seed	Qty. in Qtls for Each Crop
1	Black Gram	Kota Urd-4 (KPU-12-1735)	CS	10000
2	Black Gram	WBU-109	CS	
3	Black Gram	PU-31	CS	
4	Black Gram	Azad Urd-1	CS	
5	Black Gram	MASH-114	CS	
6	Black Gram	PratapUrd -1	CS	
7	Green Gram	MH-1142	CS	10000
8	Green Gram	PDM-139	CS	
9	Green Gram	Meha	CS	
10	Green Gram	TMB-37	CS	
11	Green Gram	HUM-12	CS	
12	Green Gram	HUM-16	CS	
13	Green Gram	IPM-02-03	CS	
14	Green Gram	IPM-512-1	CS	
15	Green Gram	SML-115	CS	
16	Green Gram	IPM-205-7 (VIRAT)	CS	
17	Green Gram	IPM-205-3 (SHIKHA)	CS	

18	Hybrid Maize C/S	DMRH-1301	CS	10000
19	Maize	Hybrid AH-58 (PEHM-3)	CS	
20	Maize	Hybrid AH-421 (PEHM-5)	CS	
21	Maize	Ganga-4	CS	
22	Maize	Ganga-5	CS	
23	Maize	Ganga Safed-2	CS	
24	Maize	Deccan	CS	
25	Maize	Hi-Starch	CS	
26	Maize	Himalayan	CS	
27	Maize	NMH 909 (Raja)	CS	
28	Maize	NMH 360 (Krishana)	CS	
29	Maize	NMH 589 (Suwarna)	CS	
30	Maize	NMH 234 (Kamdehnu)	CS	
31	HYV Paddy	Bahadur-Sub1	CS	40000
32	HYV Paddy	BINA Dhan 8	CS	
33	HYV Paddy	BINA Dhan 10	CS	
34	HYV Paddy	BINA Dhan 11	CS	
35	HYV Paddy	BINA 11	CS	
36	HYV Paddy	DRR Dhan 44	CS	
37	HYV Paddy	CR Dhan 505	CS	
38	HYV Paddy	CR Dhan 508	CS	
39	HYV Paddy	CR Dhan 506	CS	
40	HYV Paddy	CR Dhan 909 (IET 23193)	CS	
41	HYV Paddy	DRR 42	CS	
42	HYV Paddy	DRR 44	CS	
43	HYV Paddy	Gitesh TTB 283-1-26	CS	
44	HYV Paddy	Ranjit Sub 1	CS	
45	Wheat	HD-3086	CS	25000
46	Wheat	HD-3226	CS	
47	Wheat	PBW-550	CS	
48	Wheat	Unnat-343	CS	
49	Wheat	PBW-373	CS	
50	Wheat	LOK-1	CS	
51	Wheat	HD-2851	CS	
52	Wheat	WH-1105	CS	
53	Wheat	WH-711	CS	
54	Wheat	DBW-17	CS	
55	Wheat	RAJ-3077	CS	
56	Wheat	RAJ-4037	CS	
57	Wheat	RAJ-3765	CS	
58	Wheat	RAJ-1482	CS	
59	Wheat	PBW-725	CS	
60	Wheat	PBW-502	CS	
61	Wheat	DBW-187	CS	
62	Wheat	Any other variety of wheat for Less than 10 year.	CS	

The tender notification and further details can be downloaded from the websites:  
[https:// etenders.gov.in](https://etenders.gov.in) & [www.bvfcl.com](http://www.bvfcl.com) . Further Corrigendum if any, to the tender will be hosted in the above websites only.

BRAHMAPURA VALLEY FERTILIZER CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
Namrup, Parbatpur, Dibrugarh, Assam-786623  
email: marketing\_it@bvfccl.co.in

**Instruction for renderers:**

1. Central Public Procurement Portal (For e-Tender process / Procedure related matters )  
Technical Support Contact (For Vendors )  
Name: Helpdesk Landline No: 0120-4200462, 4001002, 4001005, 6277 787  
Email ID: support-eproc@gov.in
2. To participate in e-tendering of BVFCL, please refer “Instructions for Online Bid Submission” on <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
3. All the vendors participating in the online e-tendering have to abide by the process involved in the entire workflow of the e-tendering. BVFCL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified/ rejected and such vendor shall not be allowed to further participate in the tender and the procurement process shall be completed considering the other valid bids.
5. It is mandatory for the Bidders to use the digital certificate in all their bidding Process. For submitting bid through e-tendering, vendors will have to use a Class III Digital Signature Certificate issued by any India CA approved by CCA of India as per IT Act 2000. Guidelines as indicated in <https://etenders.gov.in/eprocure/app> may be complied in this regard. The said digital certificate should bear the name of the Company/ Bidder who is willing to participate in the tender.
4. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.

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**TENDER FOR PURCHASE OF SEEDS DURING 2021 -22 & 2022-23**

**BVFCL** is interested to purchase Seeds of crops as per **Annexure-I** duly packed in BVFCL brand name and tagged in bags from seed producers/organizers/ registered cooperative societies and seed companies herein after called as tenderer /seed organizer. The sealed tenders are invited on two bids system in the enclosed Performa Part-A-Techno commercial Bid and Part –B-Price Bid for seed for the crops as per **Annexure–I** on following terms and conditions.

1. Tenderers may also download tender document from BVFCL website: <https://etenders.gov.in> & [www.bvfcl.com](http://www.bvfcl.com) and submit their offer online. Each page of the terms of conditions, tender forms duly filled in should be signed and dated and stamped by the tenderer & upload the same to our e-procurement portal.
2. **MODE OF SUBMITTING TENDER (TWO BID SYSTEM):** Online through our e-procurement portal <https://etenders.gov.in/>
3. The seeds should be duly packed and bag should be printed as Marketed by BVFCL (A Govt. of India Undertaking).

## **TERMS AND CONDITIONS FOR PURCHASE OF SEEDS**

1. **PRICE NEGOTIATION:** There would generally be no negotiations hence tenders are requested to submit their most competitive market prices . However final evaluation will made on L1 rate basis.
2. Tender can be submitted for all the crops or any of them and minimum quantity offered should be as mentioned in Annexure-I.
2. Rates are to be quoted in Rs. per quintals on FOR basis as per Annexure -1 for the net final cleaned/graded, tested, passed and packed quantity in above stated pack. (Exclusive of bag weight). The rate shall be all-inclusive and no other claim on taxes etc., if any livable, shall be entertained.
3. **EARNEST MONEY** : Earnest Money deposit should be submitted along with Techno Commercial bid for each item as per the following slab:
  - I. For quoted tender's total delivered value upto Rs.50 lac-EMD of Rs.30, 000/-.
  - II. For quoted tender's total delivered value above Rs.50 lac to 1 crore-EMD of Rs.1,00,000/
  - III. For quoted tender's total delivered value above Rs.1 crore to 8 crore-EMD of Rs.2,00,000/
  - IV. For quoted tender's total delivered value above Rs.8 crore-EMD of Rs.5,00,000/
4. Confirmation of furnishing Tender Documents cost of Rs 500.00 down loaded from [https:// etenders.gov.in](https://etenders.gov.in) while submitting the same otherwise the same shall not be considered. Confirmation of furnishing Earnest as per clause no 3 to be deposited along with the duly filled Tender documents against the NIT. The tenderers are required to deposit the cost of Tender documents & EMD through RTGS/NEFT (A/c No-30397754394, IFSC–SBIN 0000223, Branch–SBI, Namrup) through any Nationalized bank in favour of Brahmaputra Valley Fertilizer Corporation Limited only. The scanned copy of RTGS/NEFT are to be submitted along with the online tender documents
5. **Small scale units registered with NSIC & Start-Up (As per terms and condition of start-up by the GOI) only are exempted from submitting EMD provided they produce authenticated copy of the valid NSIC certificate/Startup certificate along with Techno Commercial bid of the tender to qualify for such exemption.**
6. **VALIDITY PERIOD OF THE TENDER:** The Tender should be valid for a period of 120 days for acceptance from the date of the opening of the price bid. In case of any fluctuations in rates new tender may also be called if required, otherwise same will be applicable.
7. Quantity mentioned in the tender is approximate. Therefore, BVFCL may increase/decrease the procurement mentioned in tender Notice. Generally, increase/decrease will be up to 25%. So, BVFCL will issue supply order depending on Marketing conditions only. In case L-1 bidder fails to supply the seed due to any reason than BVFCL reserves the right to place orders with L-2 or L-3 party at the matching price of L-1. In such cases the EMD & Security deposit of L-1 party will be forfeited and the party will be black listed by BVFCL. However, BVFCL shall be free to take other remedial measures like cancellation of order, purchase from other source at the risk & cost of supplier.
8. Delivery of the entire quantity offered by the tenderer and agreed to by BVFCL, should be delivered within seven days of confirmation of order.

9. On failure to deliver without genuine & significant reasons, as quantity approved by BVFCL, the BVFCL would have the right to impose penalty @ 10% of the value of the shortfall in the supply at the rate agreed to and for the delayed supplies, penalty @Rs.2% of the rate offered per day per quintals will be charged.
10. The successful tenderer shall also have to remit interest free Security Deposit @ 5% of the total value in the form of bank Demand Draft/ Pay Order/B.G. in favour of **M/s. BVFCL** . on any Nationalized/scheduled bank at Delhi for the supply at the approved rate. This deposit shall be remitted within five working days from the date of receiving the BVFCL's purchase order/intimation. EMD of the successful tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD. Security deposit will be returned after 120 working days from the date of completion of supply of the billing.
11. **The successful tenderer shall at his cost execute an Agreement with BVFCL on non-judicial stamp paper of Rs.100/-or of required value for arranging the supply as per these Terms and Conditions, sign each page of the Terms and Conditions and submit the same to BVFCL along with the Security Deposit. Same may be done by commercial department-BVFCL.**
12. The seed shall be processed and packed as per BVFCL's and State Seeds Certification Agency (SSCA), requirement at the supplier's premises at his cost and expenses (only for certified seeds not for TL seeds). BVFCL shall have the right to inspect the infrastructure and quality of seed available of the tenderers before scrutinizing the technical bid and operations from time to time.
13. BVFCL may draw representative samples of the final cleaned/graded seed lots offered by the supplier and have them analyzed in any Government Laboratory and BVFCL own Laboratory. For Hybrid seed DNA report is required.
14. **BVFCL will provide the printing matter only for printing on bags,** while the supplier will provide the bags leaflet and certification tag, thread, seal and arrange the grading, packing, sealing, labeling, tagging, stacking, weighing and loading at his cost. Packing will be standard size as per BVFCL's requirement.
15. The seed stock shall confirm to the quality specifications prescribed in the Minimum Seed Certification Standards-1988, as amended from time to time and shall possess good physical appearance and luster to BVFCL's satisfaction.
16. **FORFEITURE OF EARTNEST MONEY:** Suppliers' failure to arrange the supply as per the terms and conditions will entitle BVFCL to cancel the order and arrange the supplies from other sources at the cost and risk of the defaulting supplier. In such cases the EMD of the supplier will be forfeited and the party will be black listed by BVFCL.
17. **INCREASE AND DECREASE IN THE SCOPE OF SUPPLY:** BVFCL may increase/decrease the final requirement from the quantity advertised in the tender. Normally, the increase may not exceed 25% of the tendered quantity, if required; BVFCL may repeat the order for the additional quantity within one month from the date of Security Deposit remittance. Beyond 25%, the increase will be with the consent of the supplier.
18. **PAYMENT:** 80% payment will be released through RTGs within 60 days working days from the receipt of bill subject to fulfilling the requirements set out in the terms and conditions.

19. BVFCL may retain 20% payment along with Security Deposit as retention money up to 120 working days from the date of completion of supply.
20. The supplier shall, at his cost, take back part or full quantity of such seed stock proved defective on receipt by/delivery to BVFCL. Supplier will have to make good for the losses suffered by BVFCL because of inferior or sub standards seed and will bound to pay the required compensation for the same.
21. In the event of any dispute/complaint with reference to the seed quality, i f the responsibility of the supplier is proved / established, he shall bear the loss/damage i f any, sustained by BVFCL to the relevant extent.
22. Conditional offers shall not be accepted and the tenderer shall not impose any additional term/condition.
23. BVFCL reserves the right to accept/reject any or all the tenders without assigning any reason what so ever.
24. **ARBITRATION:** In case of any dispute or differences between the parties, the same shall be amicably resolved through mutual discussions and understanding. If the matter/ dispute remain unresolved, the same shall be referred to the sole arbitrator for settlement of the same. The sole arbitrator shall be appointed by the mutual consent of both the parties. The arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under. The venue of arbitration shall be Dibrugarh (Assam).

**25. SPECIFIC TERMS AND CONDITIONS.**

26. BVFCL 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 & conditions of the Agreement to the satisfaction of BVFCL has the right to forfeit the security.
27. The BVFCL reserves the right to accept or reject either in full or part of the tender or all the tenders without assigning any reason. BVFCL further reserves the right to award Contract/issue the order for supplies to more than one tender.
28. In case of dispute arising out of the contract, the party/parties shall have to agree to the decision of the sole arbitrator appointed by BVFCL ,whose decision will be binding on both the parties.
29. The court of law situated at Dibrugarh will have the jurisdiction in matter related this tender or dispute during the performance of the contract.
30. The tenderer shall be responsible for GST and Income tax liabilities, if any. BVFCL will not carry any tax liability related with the transaction.
31. BVFCL 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 BVFCL.
32. Quality Control Inspectors of the concerned State Government may draw the samples of stocks. In case the stocks failed in Test, the tenderer will be responsible for the consequences of violation of Seed Act and Seed Laws. Further it should be as per specification of seed certification agency & with complete seed directory of respective state seed certification agency is mandatory.

33. The weight of the seed container shall be checked at any point of transaction and in case shortage is found in the container, BVFCL will not pay any cost against such supplies and the tenderer shall be responsible for the legal consequences of Weights & Measures Department, if any.
34. The tenderer will have to give name of the firm, name of the processing plant, godown, and their postal addresses, telephone Nos. E-mail and name of the responsible person in the tender form itself so as to make further communication.
35. BVFCL Staff members and their relatives are not allowed to participate in the tender.
36. The Party has no right to claim supply order on the basis of lowest rate offered by them. The supply order may also be considered the quality norms as per seed standards.
37. The Party is requested to enclose the copy of the supply order if any made earlier to any Government Department or any Seed Corporations or State Government.
38. The tenderer must be in the business of production of seed for the last 3 years; this will be applicable only for certified seed not for TL seed. In case of TL seed like SSG, African Tall, Berseem, Dhaincha, Oat TL, Rajka etc. Production details are not required.
39. **The party should be duly registered with respective state seed certification agency (SSCA) for seed production from different states. Further own seed directory is required of respective states.**
40. For the Tenderer Use: I have read and understood the foregoing Terms & Conditions and I agree to abide by them
41. **INTEGRITY PACT: Bidders will sign the Integrity Pact as per enclosed format which is an integral part of the tender documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder is rejected. Details regarding Integrity Pact can be viewed on our website: [www.bvfcl.co.in](http://www.bvfcl.co.in)**  
**The name & e-mails address of IEM are as under:**
  - 1) **Sri Abhay Kumar Khanna, e- mail: [abhaykhanna43@yahoo.com](mailto:abhaykhanna43@yahoo.com)**  
**Kindly upload duly signed copy of Integrity pact along with other documents.**  
**(To be executed on plain paper and submitted along with technical bid/tender documents .To be signed by the bidder and BVFCL.)**

Brahmaputra Valley Fertilizer Corporation Limited (BVFCL) hereinafter referred to as  
 “The Principal”.

AND

\_\_\_\_\_ hereinafter referred to as “The Bidder/ Contractor”

### PREAMBLE

The Principal intends to award, under laid down organizational procedures, contract/s for \_\_\_\_\_. The Principal values \_\_\_\_\_ full compliance with all relevant laws of the land, rules, regulations, economic use of \_\_\_\_\_ and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Action 1 – Commitments of the Principal.**

1. The Principal commits itself to take all measures necessary to prevent



corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled.
  - b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.
  - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
  - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- f. The Bidder(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and exclusion from future contract**

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reasons.

### **Section 4: Compensation for Damages**

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, The Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the TII's anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

### **Section 6: Equal treatment of all Bidders / Contractors / Sub -contractors.**

1. In case of sub –contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub – Contractor.
2. The Principal will enter into agreements with the identical conditions as this one with all bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

### **Section 7: Criminal charges against violation Bidder(s) / Contractor(s) / Sub-contractors(s).**

If the Principal obtains knowledge of conduct of a Bidder(s)/ Contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

### **Section 8: Independent External Monitor/Monitors**

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have

access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of bidders /contractors as confidential. He reports to the Chairman & Managing Director, BVFCL.

3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on “Non – Disclosure of Confidential Information” and of “Absence of Conflict of Interest” In case of any conflict of interest arising at a later date, the IEM shall inform Chairman & Managing Director, BVFCL and recuse himself/herself from the case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Chairman & Managing Director,, BVFCL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Chairman & Managing Director, BVFCL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, BVFCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
10. The word “Monitor” word include both singular and plural.

#### **Section 10: Pact Duration**

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidder 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman & Managing Director of BVFCL.

#### **Section 11: Other Provisions**

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Namrup in Dibrugarh district (Assam).
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by

all partners or consortium members.

- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)  
(Office Seal)

(For & on behalf of Bidder/Contractor)  
(Office Seal)

Place\_\_\_\_\_ Date\_\_\_\_\_

Witness 1 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 1 :  
(Name &Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 :  
(Name &Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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BRAHMAPURA VALLEY FERTILIZER CORPORATION LIMITED  
(A GOVERNMENT OF INDIA UNDERTAKING)  
Namrup, Parbatpur, Dibrugarh, Assam-786623  
email: marketing\_it@bvfc.co.in  
**(Quantity Offered Declaration)**

**Purchase of seeds for Rabi/Summer season 2021-22 & 2022-23**  
**Technical Bid Part-A.**

S.N.	Crop	Variety	Type of seed	Qty. in Qtls for Each Crop	Bidders Response
1	Black Gram	Kota Urd-4 (KPU-12-1735)	CS	10000	
2	Black Gram	WBU-109	CS		
3	Black Gram	PU-31	CS		
4	Black Gram	Azad Urd-1	CS		
5	Black Gram	MASH-114	CS		
6	Black Gram	PratapUrd -1	CS		
7	Green Gram	MH-1142	CS	10000	
8	Green Gram	PDM-139	CS		
9	Green Gram	Meha	CS		
10	Green Gram	TMB-37	CS		
11	Green Gram	HUM-12	CS		
12	Green Gram	HUM-16	CS		
13	Green Gram	IPM-02-03	CS		
14	Green Gram	IPM-512-1	CS		
15	Green Gram	SML-115	CS		
16	Green Gram	IPM-205-7 (VIRAT)	CS		
17	Green Gram	IPM-205-3 (SHIKHA)	CS		
51	Hybrid Maize C/S	DMRH-1301	CS	10000	
52	Maize	Hybrid AH-58 (PEHM-3)	CS		
53	Maize	Hybrid AH-421 (PEHM-5)	CS		
54	Maize	Ganga-4	CS		
55	Maize	Ganga-5	CS		
56	Maize	Ganga Safed-2	CS		
57	Maize	Deccan	CS		
58	Maize	Hi-Starch	CS		
59	Maize	Himalayan	CS		
60	Maize	NMH 909 (Raja)	CS		
61	Maize	NMH 360 (Krishana)	CS		
62	Maize	NMH 589 (Suwarna)	CS		
63	Maize	NMH 234 (Kamdehnu)	CS		
21	HYV Paddy	Bahadur-Sub1	CS	40000	
22	HYV Paddy	BINA Dhan 8	CS		
23	HYV Paddy	BINA Dhan 10	CS		
24	HYV Paddy	BINA Dhan 11	CS		
25	HYV Paddy	BINA 11	CS		
26	HYV Paddy	DRR Dhan 44	CS		
27	HYV Paddy	CR Dhan 505	CS		
28	HYV Paddy	CR Dhan 508	CS		
29	HYV Paddy	CR Dhan 506	CS		

30	HYV Paddy	CR Dhan 909 (IET 23193)	CS	25000	
31	HYV Paddy	DRR 42	CS		
32	HYV Paddy	DRR 44	CS		
33	HYV Paddy	Gitesh TTB 283-1-26	CS		
34	HYV Paddy	Ranjit Sub 1	CS		
51	Wheat	HD-3086	CS		
52	Wheat	HD-3226	CS		
53	Wheat	PBW-550	CS		
54	Wheat	Unnat-343	CS		
55	Wheat	PBW-373	CS		
56	Wheat	LOK-1	CS		
57	Wheat	HD-2851	CS		
58	Wheat	WH-1105	CS		
59	Wheat	WH-711	CS		
60	Wheat	DBW-17	CS		
61	Wheat	RAJ-3077	CS		
62	Wheat	RAJ-4037	CS		
63	Wheat	RAJ-3765	CS		
64	Wheat	RAJ-1482	CS		
65	Wheat	PBW-725	CS		
66	Wheat	PBW-502	CS		
67	Wheat	DBW-187	CS		
68	Wheat	Any other variety of wheat for Less than 10 year.	CS		

### **PROFORMA FOR TECHNICAL BID**

S. No.	Name & address of the bidder	Seed producer's Reg. No. with SSCA and its validity	Seed Processing Plant Reg. No. and its validity	Seed License No. and its validity	Seed Prod. Experience in years	GST/PAN No.	Details of Crop wise seed prodn. of previous three years	Quantity offered (Qtls)
1	2	3	4	5	6	7	8	9

- 1 Photo copies of the items in column no. 2,3,4,5,6,7,8& 9 are enclosed.
- 2 I have read and understood the terms and conditions and I agree to abide by them.

**BRAHMAPURA VALLEY FERTILIZER CORPORATION LIMITED**  
**(A GOVERNMENT OF INDIA UNDERTAKING)**  
Namrup, Parbatpur, Dibrugarh, Assam-786623  
email: marketing\_it@bvfccl.co.in

**Financial Bid, PART -B**

**PRICE BID FOR SUPPLY OF SEED for 2021 -22 & 2022-23**

- 1 I/We agree to supply the seeds and abide by the terms and conditions of the tender no. Ref.  
BVFCCL/MKTG/SEED/NIT/21-22/01
- 2 Prices to be quoted in Online Mode only.

SIGN OF AUTHORISED SIGNATORY

NAME OF SIGNATORY:  
FIRM'S NAME :  
DATE :

## **AGREEMENT**

This agreement is made on this day \_\_\_\_\_ of \_\_\_\_\_ 2022 between BVFCL a company incorporated under companies Act, 1956 having Regd. Office at Namrup, Parbatpur, Dibrugarh, Assam -786623 which includes its successor and assignees, liquidator, receivers etc. (hereinafter called BVFCL) on the one part and M/S -----(here in after called supplier) on the other part, having its Regd. Office, -----

Whereas M/S -----  
----- has agreed to supply the seeds as per supply order no. -----  
-----dated----- (copy enclosed) below: -

### **TERMS AND CONDITIONS FOR PURCHASE OF SEEDS BY BVFCL**

1. The terms and conditions already set out in the Tender Document shall form an Integral part of the present Agreement.
2. The supplier shall remit interest free Security Deposit @ 5% of the total Value of the supply at the approved rate. This Deposit shall be remitted within five working days from the date of receiving the BVFCL's purchase order/intimation EMD of the successful tenderer can be adjusted in the security amount. Failure to remit the Security Deposit will imply forfeiture of EMD.
3. Seed shall be processed and packed as per BVFCL's requirement at the suppliers' Premises at his cost and expenses. BVFCL shall have the right to inspect the operations from time to time.
4. The supplier will arrange for the SSCA's permission for packing the Offered/accepted quantity in BVFCL bags.
5. The supplier shall make available to BVFCL a copy of the Release Order /Certificate issued by the State Seed Certification Agency (SSCA) for each lot before delivery to BVFCL.
6. BVFCL may draw representative samples of the final cleaned/graded seed lots offered by the supplier and cleared by Seed Certification agency and can get it analyzed in any Government Laboratory identified by BVFCL.
7. BVFCL will supply the labels; wBVFCLe the supplier will provide the BVFCL bag, Certification tag, thread and seal etc. and arrange the packing, sealing, labeling, tagging, stacking, and weightiest and loading at his cost.
8. The seed stock shall conform to the quality specifications prescribed in the Minimum Seed Certification Standards-1988, as amended from time to time and shall possess good physical appearance and luster to BVFCL's satisfaction.
9. Suppliers failure to arrange the supply as per the terms and conditions will entitle BVFCL to cancel the order and arrange from the next party in the tender at the cost and risk of the defaulting supplier.
10. BVFCL may increase/decrease the final requirement from the quantity advertised in the tender. Normally, the decrease/increase may not exceed 25% of the quantity, ifrequired; BVFCL may repeat the order for the additional quantity within two months from the date of Security Deposit remittance. Beyond 25%, the increase will be with the consent of the supplier.
11. BVFCL is not bound to accept the full ordered quantity.
12. 80% payment will be released through crossed A/c payee cheques/RTGS within 60 working days from the receipt of bill subject to fulfilling the requirements set out in the terms and conditions.
13. In case of complaints from fields regarding quality of seed, responsibility will rest upon the supplier who has given the seed and BVFCL do not hold any liability of quality for any claim being made by the ultimate grower in case of complaint on his field. The



supplier will be fully responsible for the claims arising out of quality complaints and will be bound to pay the claims to the affected party.

- 14.** BVFCL may retain 20% payment along with Security Deposit as retention money for 120 days or till the final harvesting of the crop.
- 15.** The supplier shall, at his cost, take back part or full quantity of such seed stock proved to be defective on receipt by/delivery to BVFCL.
- 16.** In the event of any dispute/complaint with reference to the seed quality, if the responsibility of the supplier is proved/ established, he shall bear the loss/damage if any, sustained by BVFCL to the relevant extent.
- 17.** In the event of any question/dispute or difference arising between BVFCL and the supplier on any matter covered by these Terms & Conditions or arising directly or indirectly there from or connected with these Terms and conditions in any manner, the matter shall be referred to the Sole Arbitrator who may be appointed by the Chairman-cum-Managing Director, BVFCL or by any other competent officer who at the relevant time is occupying the highest office in BVFCL and has been delegated with such powers. The tenderer shall have no objection in this regard. Also, the Courts of Delhi/New Delhi alone shall have jurisdiction on adjudicate thereon.

**BID BANK GUARANTEE**

WHEREAS BVFCL (India) Limited, A Company incorporated under the Indian Companies Act and having its office at Namrup, Parbatpur, Dibrugarh, Assam -786623 (hereinafter called BVFCL) have invited bids/tenders vide their Tender Ref. No. \_\_\_\_\_ dated in \_\_\_\_\_

M/s \_\_\_\_\_ (herein after called "Supplier"/ Seed organizer) have submitted their bid / tender dated in response there to. AND whereas the said invitation vide Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ shall furnish a bank guarantee for Rs. (Rupees) as guarantee for the due fulfillment of the terms and conditions contained in the bid/tender, the guarantee remaining valid up to minimum 6 months.

We, Bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from BVFCL stating that the amount claimed is due by way of loss or damage caused to or that would be caused to or suffered by BVFCL by reason of breach by said supplier/seed organizer of any of their terms of conditions contained in the said bid/tender or by reason of the supplier's /seed organizer failure to perform the said bid/tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees \_\_\_\_\_)

We undertake to pay to BVFCL not exceeding Rs. ----- (Rupees ----- ) so demanded not withstanding any dispute or disputes raised by the supplier/seed organizer in any suit or proceeding before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the supplier/contractor shall have no claim against us for making such payment.

We, Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said bid/tender and that it shall continue to be enforceable till all the dues of BVFCL under or by virtue of the said bid/tender have been fully paid and its claims satisfied or discharged or till BVFCL certified that the terms and conditions of said bid/tender have been fully and properly carried out by the said supplier/contractor and accordingly this guarantee or till claim lodged up to our guarantee shall remain in force until and unless a demand or claim under this guarantee is made on us in writing within one week from the date of expiry date of the guarantee period we shall be discharged from all liability under this guarantee thereafter.

This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier/ contractor. We, Bank undertake not to revoke this guarantee during its currency except with the prior consent of BVFCL in writing .Notwithstanding anything contained herein before our liability under this guarantee is restricted to Rs

(Rupees ) Our guarantee shall remain in force till. Unless a demand or claim in writing is received by us on or before from the date all your rights under this guarantee shall be forfeited and we shall be deemed relieved and discharged from all liability there under.

Dated

For Bank from