NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINIRATNA COMPANY)

Plot No. 681-690, BeejBhawan, Market Yard, Gultekdi, Pune – 411037

(CIN NO: U 74899 DL 1963 GOI 003913)

File No. Mktg.3(9)/Outsource/NSC-PNA/2023-24 Dated: 11.01.2024

National Seeds Corporation Ltd (A Govt. of India Undertaking) Invite online tender under two bid system for purchase of Soybean Certified Seeds 9000 qtls good quality seed, from Khraif 2023 fresh production. The quantity may increase/decrease on actual requirement basis, if any, for marketing **duly packed and tagged in NSC bags in 30 Kg. packing size** from reputed producer / Organizers / Govt. Agencies / Co-operative Societies and seed companies. Details of tender and terms and conditions are available on NSC website www.indiaseeds.com / https://indiaseeds.enivida.com.

Bidders are required to register in our e-portal https://indiaseeds.enivida.com. The bid must be uploaded by the bidders online by up to 31.01.2024 time 14:00 PM and bid will be open on same date i.e. 31.01.2024 at 15:00 (if possible).

Particular	Details
Date of Issue NIT	11.01.2024 at 10:00 Hrs.
Tender document downloading start date	11.01.2024 at 10:00 Hrs.
Tender document downloading end Date	31.01.2024 upto 14:00 Hrs.
Last date and time for submission online bid	31.01.2024 upto 14:00 Hrs
Technical Bid opening date	31.01.2024 at 15:00 (if possible)
Tender Processing Fee (to be submitted online)	Rs – 1180/- Non Refundable
EMD (to be submitted online)	As per Section – II (EMD table)
Contact Person and Address with contact No.	Regional Manager, National Seeds Corporation Ltd. 681-690, Beej Bhawan, Market Yard, Gultekdi, Pune – 411037 020-24264587 9561092151, 8956991067
E-mail Id	1. rm.pune@indiaseeds.com 2. mktg.nscpune@gmail.com

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SECTION–I

INSTRUCTIONS TO THE TENDERER / BIDDER – ONLINE MODE

DEFINITIONS:

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
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 un mapping 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 bid sheet. After saving, the same bid sheet must be uploaded in the portal.
12. Bidders must pay required payments (Tender fee, 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/secrecy 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

Tel: 011-49606060

Email ID - enividahelpdesk@gmail.com, enivida2021@gmail.com

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SECTION II

TERMS AND CONDITION FOR PURCHASE OF SOYBEAN CERTIFIED SEED

National Seeds Corporation Limited (NSC) desires to purchase **Soybean Certified seed of good quality from Khraif 2023** fresh production for marketing **duly packed and tagged in NSC bags in 30 Kg. Packing on actual requirement basis** from reputed Producers/Organizers/Govt. Agencies/Co-operative Societies and Seed Companies herein after called as tenderer/ seed supplier on the following terms and conditions in two bid system. The tenders are invited to purchase the certified seeds. The variety wise details are asunder.

SL. No.	Crop	Variety	Quantity in (qtls)	*EMD Amount (Rs in Lakhs)	Remarks
More than 10 Year old Verities					
1	Soybean	JS-335	5000.00	2.00	**The EMD will be applicable as per given table verities wise (If the tenderer offers more than one variety, the EMD will be added accordingly**)
2		JS-9305	3000.00	1.50	
3		JS-9560	1000.00	1.00	
		Total	**9000.00**		

1. The tender shall be accompanied by tender fee Rs. 1000/- (Cost of Rs. 1000/- +GST 18%, Rs. 180 = Total 1180/- which is, non-refundable) & interest free EMD as per above motioned table, have to be deposited through online (i.e. Credit card/debit card/Internet Banking) through online mode. **National Seeds Corporation Ltd, SBI Account No. 32919549520 IFSC Code SBIN0006117, Branch Market Yard, Pune.** Tender without Tender Form Cost, EMD& tender processing Fee will be rejected. EMD of unsuccessful tenderers except the L-1 will be returned through RTGS within 30 days of tender opening. Outstanding amount, if any of the seed producer 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. Exemption of earnest money deposit and tender fee, for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units, the MSME vendors having Udyog Aadhar Memorandum or any other body specified by Ministry of MSME shall be provided benefits under the said policy, provided valid certificate submitted by the bidder in the online tender.

2. The successful tenderer shall remit interest free **Security Deposit @ 3% of the total value of total seed ordered to supply at the approved rate (as per reference F.9/4/2020-PPD dated 12/11/2020, Ministry of Finance, Procurement Policy Division, GOI)** in the form of RTGS/Demand Draft drawn in favour of National Seeds Corporation Ltd., Pune. The tenderer will submit the copy of UTR number granted by the Banker in support of RTGS. This deposit shall be remitted within Ten working days from the date of receiving the NSC's purchase order/intimation. If Security amount is not deposited at

the time of agreement the security amount will be adjusted from his initial bill payment. (Because the supply is need basis). The EMD deposited along with the tender, will be adjusted against security.

3. Tenderers can participate in tender through online mode only, in online mode tenders will be received by 14.00 hrs on dated 31.01.2024 and technical bids will be opened on the same date and place at 15.00 hrs (if possible) 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.
4. Transfer and subletting - The Seed Tenderer's/Producers/Cooperative Societies and Seed Companies i.e. tenderer shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
5. Any offered quantity of seed without variety name shall not be entertained.
6. The supplier should have good image all over the state, country and should have good technical staff support and should have high quality production and processing capacity.
7. The validity of the rates/quotes submitted in the tender form shall be treated as **valid for a period of 180 days** from the date of opening of tender. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 2nd day of demand letter/dispatch order issued by NSC and should be completed as per cut-off date of dispatch orders, for delayed supplies a penalty of Rs 5/-per day per qtls will be charged for late supplies, and seed **not disposed off completely due to delay receipt of seed, then tenderer will take return the unsold stock at his cost.**
8. Failure to deliver less than 90% of ordered quantity by tenderer shall entitle to NSC for 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
9. The tenderer shall present the offer on his letter head using the enclosed offer format. The offer for less than 25% quantity variety wise will not be entertained.
10. The supplier should quote the agreed rate of supply for fresh quality of soybean C/Seed on FOR basis. **F.O.R. rate will be consider the anywhere in Maharashtra delivery** (Including loading & unloading Charges) in Rupees per quintal in figures as well as in words for the supplies in NSC packing. For any situation if quantity need to supply other state i.e other than Maharashtra then transportation charges to tenderer will be from tenderer postal address to longest point in Maharashtra (Boundary, if cross Maharashtra) it has to bear by the tenderer and for additional distance NSC will pay transportation to tenderer as per tender rate approved for transportation of RO, Pune. For other state if supply point distance is within the longest distance of Maharashtra then no transportation charges will be pay.
11. The supplier should quote the rates for fresh certified seeds only. Rate should be competitive. In case parties quote reasonable rates, NSC, may not negotiate the rates and decision will be taken from original rates quoted in the tender itself. However, NSC RO, Committee/RM reserves the right of negotiation. Committee/ Regional Manager, decision will be final for that tenderer has to give acceptance for working, if not tender may be cancel.

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12. NSC shall supply printed BoPP/Jute/ Hessian/ HDPE/ Non-Woven Cloth Bags and labels at its cost for crop wise standard packing of certified seed. The other packing material like certification tag, thread, lead seal and treatment material will be arranged by tenderer at his own cost essentially and arrange the packing sealing, labeling, tagging stacking weighment and loading at his own cost. Bag design in soft copy shall be provided by NSC at the time of placement of order. However, keeping in view the non-availability of packing material i.e. Bags at the particular time with NSC & to make the supply of seed on time, tenderer may arrange packing material at his own cost. In that case tenderer will be eligible to claim the cost of bags additionally with NSC. Cost of packing material will be paid to tenderer by NSC on actual basis or NSC's own cost of said item whichever is lower.
13. The Seed shall be processed and packed as per SSCA Norms at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time by the authorized representative of NSC.
14. NSC will not be bound to lift entire offered/ indented quantity. The purchase orders will be issued time to time as per requirement, the seed left out after sales should be taken back by the supplier.
15. The tenderer shall supply only fresh produced Certified Seeds Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards (2013) and specifications of the Seed Act-1966. The seeds must be supplied from the fresh stock and not from the revalidation stocks.
16. In case of quality complaint or non-germination, genetical impurity, the supplier shall be responsible for the losses suffered by the farmers/consumers and the cost will be recovered from the security deposit as well as losses over and above the security deposit will be borne by the supplier. The tenderer will also be responsible for the losses if any under any new govt seed act/order.
17. During the course of processing/despatches the NSC, representative will be authorized to visit processing/packing units and he may verify the quality of the seeds stocks. In case grading of the stock is improper or having excessive low grade, non-lustrous, impure the stocks will be refused. In case defective stock is detected at consuming point, the cost of such stock will not be paid by NSC and In case it is already paid, the same shall be recovered from security deposit, retention money or any other dues payable to the supplier.
18. The seed stock shall confirm 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 lusture to NSC"s satisfaction
19. NSC may increase /decrease the final requirement of the quantity in the NIT and seed shall be purchased only on actual need basis. NSC may increase 100% quantity over and above to the quantity mentioned in the NIT by tenderer, on the basis of requirement/demand from govt/dealer etc. If the L1 party does not offer the required quantity as per the tender, the NSC may purchase the required shortfall quantity (In addition to the quantities offered by the L1 parties) from the L2, L3 and L4 parties as per their mutual consent (On L1, Approved rate). But party is mandatory to offer the minimum qty as per section II, Clause No. 9. For additional requirement, NSC may repeat the order for the additional quantity on STL basis only, if required as per HO guidelines if any)

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20. L1 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 risk and cost of the defaulting tenderer.

21. The seeds shall be required to be transport **F.O.R. delivery anywhere in Maharashtra State.** The consignment will be preferably on truckload basis. However, one full truckload may contain consignment of more destinations and the party will bound to supply any quantity, at any destination in FOR Maharashtra. The supplier will be responsible for shortages/losses, if any during the transit period. The balance quantity after sales should be taken back by the supplier at his own cost.

22. Seed must be supplied on the basis of satisfactory test report from respective STL (SSCA), the tenderer will arrange for the SSCA's lot wise permission, if necessary as per existing seed Act law for packing the offered/accepted quantity in NSC bags. Certification related all expenditure will be borne by the tenderer.

23. NSC representative draw samples of the final cleaned/ graded seed lots offered by the tenderer and will get analysed in NSC's, Quality Control Laboratory (QCL) or any other laboratory identified by NSC. Supplier has to submit the STL report at the time of packing/despatch of the seed. Section -9 (Form II) of concern lots. The lots cleared by the both STL & QCL lab will only be finally accepted by NSC. NSC may draw samples for 25% more quantity than the offered quantity if available to ensure that in the event of failure of any lot in the Lab, there will be no shortfall in the supply from the ordered quantity as per NSC requirement.

24. Supplier shall have to produce original/attested, Release order/Section-9/ Form-II along with bills (Bill should be issue as per the GSTN guideline) along with receipt duly sealed and signed by supplier, and verified by concerned Area Manager, without which payments will not be released.

25. Payment conditions are as under: -

    a. 85% payment shall be released within 45 days after supply of seed, subject to fulfill the requirements set out in the terms & condition through RTGS on the receipt of the bills. The Bill/ Invoice should essentially be accompanied with a Certificate incorporating that the seeds are supplied out of fresh produce and not from revalidated stocks. The invoice should also contain the lot wise details. The GST No. should be invariably indicated in the invoices.

    b. NSC will retain 15% payment along with the security deposit as retention money for 90 days from the date of last supply and the same will be released along with EMD & security deposit through RTGS after satisfactory results from the field.

26. The tenderer shall, at his own cost, take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.

27. 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.

28. Conditional offer shall not be accepted and the tenderer shall not impose any term condition.

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

30. Tenderer has to submit the lot wise attested copy of Section-9/ Form NO-II/Release order if available of at the time of filling of tender form, if not available then submit the crop variety wise growers list as per format attached in Technical bid. SL No -09. The tenderer should have minimum 2 years' experience of seed production

31. 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 discussion, 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 be in English Language. The court of Delhi shall have the jurisdiction.

32. The successful tenderer shall at his cost execute a notarised agreement with NSC on non-judicial stamp paper Rs. 500/- 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. The agreement must be completed within 8 day after awarding of tender, If the supplier fails to execute an agreement within 8 days period from the issuance of order, EMD will be forfeited.

33. The successful supplier will have to produce attested copies of partnership deed. In case of limited company power of attorney on stamp paper in favour of authorized representative for execution of an agreement and settling all matters related to this contract will have to be submitted.

34. Tenderers should submit original current (**issued after 11.01.2024**) Undertaking on stamp paper of Rs.100/- duly notarized that his/her/their firm has neither been **BLACK LISTED** by any Government/Other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor. Any relation in this regard if comes into notice at any point of time will lead to cancellation of tender / termination of the contract immediately. Tenderer/ contractor will not have any right to challenge the same. And no arbitration case pending in the name of my said firm **(As per enclosed Annexure –A).**

35. Tenderers should submit original current (**issued after 11.01.2024**) Undertaking on stamp paper of Rs.100/- duly notarized that, no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organization **(As per enclosed Annexure –B).**

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. The tenderer shall be responsible for GST (If any other tax also) and Income Tax liabilities etc., if any. NSC will not carry any Tax liability related with the transaction.

4. 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.

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

6. **1% Excess weight seed should necessarily be added in each and every bag for moisture losses as per MSSCA Rule**. 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 Measurement Department, if any.

7. 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.

8. 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.

9. NSC, will not be responsible for the losses incurred to the supplier/supplier due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.

10. Tenderer has to sign each and every page of tender documents and all page of tender and term and condition consider as a agreement of tender.

For the tenderer's use

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

Seal & Signature of the tenderer.

Name…………………………………………

Full Address……………………………………..

Date: ....

TECHNICAL BID

PROFORMA FOR TECHNICAL BID

Name & Address of the bidder:

M/s ……………………………………………………………

…………………………………………………………………

..……………………………………………………………….

To,
Regional Manager
National Seeds Corporation Ltd., Plot- 681-690,
BeejBhawan, Market Yard,
Gultekdi, Pune – 4110377

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

   D. **Co-operativeInstitution**
      Attach certified copy of resolution of Co-operative institute.

2. **Details of Tender Cost &EMD**

S. No.	Particular	Amount (Rs.)	Payment Reference No.
1	Tender Cost		
2	EMD		

Note: If tenderer claims the exemption on behalf of NSIC certificate for tender cost & EMD, tenderer must submit a valid NSIC certificate.

3. **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	Seed production Experience in years (Minimum 2 Year as per clause no. 30)
1	2	3	4	5

Copy has to be attached (S. No- 2, 3, 4) *Wherever applicable.

4. **Income Tax Details**

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

5. Registration

GSTIN certificate	

6. Audited Account Latest two year (Attach Copy).

7. Details of seed Prodn. of prev. two years.

Year	Total Produced Qty (In Qtls.)
2021-22	
2022-23	

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

S. No.	Crop	Variety	Class	Quantity in (Qtls.)
1	Soybean	JS-335	CS	
2		JS-9305		
3		JS-9560		

9. List of CS seed growers of seed production.

SL no.	Name of the grower	Village	Taluka	District	Crop variety	Area Sown (Ha)	Raw Seed (qtls)	Good Seed (Qtls)	Remarks

10. Certified seed offer; Registration documents of offered qty (Grower list/SCA challan copy/Bill copy with SCA registration or receipt of SCA against registration, wherever applicable) with concerned SSCA (PROOF must be enclosed, which authenticate the certified seed production of offered qty.)

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

Kindly looking forward to your esteemed order.
Dated:-----------------------------
Signature-------------------------
Name---
Complete address: ---
Phone No.---
FaxNo.---
Email---

(ANNEXURE-A)

Undertaking

To,

Regional Manager
National Seeds Corporation Limited
Pune (Maharashtra)

Sir,

This is in reference to your Tender Notice published for purchase of **Soybean Certified Seeds.** In this connection, I wish to undertake that our firm is neither **blacklisted** by Govt. /Semi Govt. /PSU or any other agencies nor our firm is having any relationship with Employees of National Seeds Corporation Limited, and no case arbitration case pending in the name of my said firm.

Signature of Tenderer__________________

Address & Stamp:

Date:-

Digitally signed by JEETU KUMAR
Date: 2024.01.11 10:46:58 IST

(ANNEXURE-B)

Undertaking

To,

Regional Manager
National Seeds Corporation Limited
Pune (Maharashtra)

Sir,

This is in reference to your Tender Notice published for purchase of **Soybean Certified Seeds**. In this connection, **I swear that I have no circumstances exceeded lowest price of identical goods to Government/Semi Government organization**. This affidavit is produced to National Seeds Corporation Ltd, Pune.

I do hereby declare that what I stated above is true and correct to the best of my knowledge and belief.

Signature of Tenderer___________________

Address & Stamp:

Date:-

Digitally signed by JEETU KUMAR
Date: 2024.01.11 10:46:58 IST

(ANNEXURE-C)

Acceptance letter in below given format to be attached in company letter head.

(Copy to be uploaded on e-portal/ submitted with offline tender)

I have read and understood tender Terms & Conditions and I agree to abide by them. I hereby certify that all the information mentioned above & provided by me are true and in case of any information is found to be incorrect, my bid may be treated as rejected by NSCL RO-Pune Management. Above information is true to our knowledge and belief.

Signature of Tenderer:

Name:-

Address

Phone No

Email:

Stamp

Date: ______________

Digitally signed by JEETU KUMAR
Date: 2024.01.11 10:46:58 IST

FINANCIAL BID

(Form for offer by tenderers to be sent in E tender)

From
M/s ……………………………………………………….
……………………………………………………………..
To,
Regional Manager
National Seeds Corporation Ltd., Plot- 681-690,
BeejBhawan, Market Yard,
Gultekdi, Pune – 4110377

Sir,

With reference to your advertisement dated ____________we hereby quote our most competitive offer for the supply of Soybean Certified Seed as per the Terms & Conditions provided by you. The particulars of offer are giver below

S. No.	**Crop**	**Variety**	**Class**	**Packing Size (Kg)**	**Quantity Offered (Qtls.)**	**Rate should be quoted per quintal for final cleaned/ graded quantity in NSC packing** — **FOR Maharashtra rate (In Rs. Per qtls)**	
						In figure	**In words**
1	Soybean	JS-335	C/s	30 kg			
2.	Soybean	JS-9305	C/s	30 kg			
3	Soybean	JS-9560	C/s	30 kg			

Yours faithfully

Signature-----------------------------
Name---------------------------------
Complete address:---------------------------------------
Phone No.---

Digitally signed by JEETU KUMAR
Date: 2024.01.11 10:46:58 IST

AGREEMENT

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.

TERMS AND CONDITION FOR PURCHASE OF SOYBEAN CERTIFIED SEED

National Seeds Corporation Limited (NSC) desires to purchase **Soybean Certified seed of good quality from Khraif 2023** fresh production for marketing **duly packed and tagged in NSC bags in 30 Kg. Packing on actual requirement basis** from reputed Producers/Organizers/Govt. Agencies/Co-operative Societies and Seed Companies herein after called as tenderer/ seed supplier on the following terms and conditions in two bid system. The tenders are invited to purchase the certified seeds. The variety wise details are asunder.

SL No.	Crop	Variety	Quantity in (qtls)	*EMD Amount (Rs in Lakhs)	Remarks
More than 10 Year old Verities					
1	Soybean	JS-335	5000.00	2.00	**The EMD will be applicable as per given table verities wise (If the tenderer offers more than one variety, the EMD will be added accordingly**)
2		JS-9305	3000.00	1.50	
3		JS-9560	1000.00	1.00	
		Total	**9000.00**		

1. The tender shall be accompanied by tender fee Rs. 1000/- (Cost of Rs. 1000/- +GST 18%, Rs. 180 = Total 1180/- which is, non-refundable) & interest free EMD as per above motioned table, have to be deposited through online (i.e. Credit card/debit card/Internet Banking) through online mode. **National Seeds Corporation Ltd, SBI Account No. 32919549520 IFSC Code SBIN0006117, Branch Market Yard, Pune.** Tender without Tender Form Cost, EMD& tender processing Fee will be rejected. EMD of unsuccessful tenderers except the L-1 will be returned through RTGS within 30 days of tender opening. Outstanding amount, if any of the seed producer 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. Exemption of earnest money deposit and tender fee, for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are Micro and Small Enterprises (MSE) small scale units, the MSME vendors having Udyog Aadhar Memorandum or any other body specified by Ministry of MSME shall be provided benefits under the said policy, provided valid certificate submitted by the bidder in the online tender.

2. The successful tenderer shall remit interest free **Security Deposit @ 3% of the total value of total seed ordered to supply at the approved rate (as per reference F.9/4/2020-PPD dated 12/11/2020, Ministry of Finance, Procurement Policy Division, GOI)** in the form of RTGS/Demand Draft drawn in favour of National Seeds Corporation Ltd., Pune. The tenderer will submit the copy of UTR number granted by the Banker in support of RTGS. This deposit shall be remitted within Ten working days from the date of receiving the NSC's purchase order/intimation. If Security amount is not deposited at the time of agreement the security amount will be adjusted from his initial bill payment. (Because the supply is need basis). The EMD deposited along with the tender, will be adjusted against security.

3. Tenderers can participate in tender through online mode only, in online mode tenders will be received by 14.00 hrs on dated 31.01.2024 and technical bids will be opened on the same date and place at 15.00 hrs (if possible) 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.

4. Transfer and subletting - The Seed Tenderer's/Producers/Cooperative Societies and Seed Companies i.e. tenderer shall not sublet, transfer, assign or otherwise part with the

contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.

5. Any offered quantity of seed without variety shall not be entertained.
6. The supplier should have good image all over the state, country and should have good technical staff support and should have high quality production and processing capacity.
7. The validity of the rates/quotes submitted in the tender form shall be treated as **valid for a period of 180 days** from the date of opening of tender. Delivery of the entire quantity offered by the tenderer and agreed to by NSC should commence on 2nd day of demand letter/dispatch order issued by NSC and should be completed as per cut-off date of dispatch orders, For delayed supplies a penalty of Rs 5/-per day per qtls will be charged for late supplies, and seed **not disposed off completely due to delay receipt of seed, then tenderer will take return the unsold stock at his cost.**
8. Failure to deliver less than 90% of ordered quantity by tenderer shall entitle to NSC for 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
9. The tenderer shall present the offer on his letter head using the enclosed offer format. The offer for less than 25% quantity variety wise will not be entertained.
10. The supplier should quote the agreed rate of supply for fresh quality of soybean C/Seed on FOR basis. **F.O.R. rate will be consider the anywhere in Maharashtra delivery** (Including loading & unloading Charges) in Rupees per quintal in figures as well as in words for the supplies in NSC packing. For any situation if quantity need to supply other state i.e other than Maharashtra then transportation charges to tenderer will be from tenderer postal address to longest point in Maharashtra (Boundry) if cross Maharashtra, if not then it has to bear by the tenderer and for additional distance NSC will pay transportation to tenderer as per tender rate approved for transportation of RO, Pune. For other state if supply point distance is within the longest distance of Maharashtra then no transportation charges will be pay.
11. The supplier should quote the rates for fresh certified seeds only. Rate should be competitive. In case parties quote reasonable rates, NSC, may not negotiate the rates and decision will be taken from original rates quoted in the tender itself. However NSC RO, Committee/Regional Manager reserves the right of negotiation. Committee/Regional Manager, decision will be final for that tenderer has to give acceptance for working, if not tender may be cancel.
12. NSC shall supply printed BoPP/Jute/ Hessian/ HDPE/ Non-Woven Cloth Bags and labels at its cost for crop wise standard packing of certified seed. The other packing material like certification tag, thread, lead seal and treatment material will be arranged by tenderer at his own cost essentially and arrange the packing sealing, labeling, tagging stacking weighment and loading at his own cost. Bag design in soft copy shall be provided by NSC at the time of placement of order. However, keeping in view the non-availability of packing material i.e. Bags at the particular time with NSC & to make the supply of seed on time, tenderer may arrange packing material at his own cost. In that case tenderer will be eligible to claim the cost of bags additionally with NSC. Cost of packing material will be paid to tenderer by NSC on actual basis or NSC's own cost of said item whichever is lower.

13. The Seed shall be processed and packed as per SSCA Norms at the supplier's premises at his cost and expense. NSC shall have the right to inspect the operation from time to time by the authorized representative of NSC.
14. NSC will not be bound to lift entire offered/ indented quantity. The purchase orders will be issued time to time as per requirement, the seed left out after sales should be taken back by the supplier.
15. The tenderer shall supply only fresh produced Certified seeds Certified by the competent Certification Agency of the concerned State as per minimum seed certification standards (2013) and specifications of the Seed Act-1966. The seeds must be supplied from the fresh stock and not from the revalidation stocks.
16. In case of quality complaint or non-germination, genetical impurity, the supplier shall be responsible for the losses suffered by the farmers/consumers and the cost will be recovered from the security deposit as well as losses over and above the security deposit will be borne by the supplier. The tenderer will also be responsible for the losses if any under any new govt seed act/order.
17. During the course of processing/despatches the NSC, representative will be authorized to visit processing/packing units and he may verify the quality of the seeds stocks. In case grading of the stock is improper or having excessive low grade, non-lustrous, impure the stocks will be refused. In case defective stock is detected at consuming point, the cost of such stock will not be paid by NSC and In case it is already paid, the same shall be recovered from security deposit, retention money or any other dues payable to the supplier.
18. The seed stock shall confirm 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 lusture to NSC"s satisfaction
19. NSC may increase /decrease the final requirement of the quantity in the NIT and seed shall be purchased only on actual need basis. NSC may increase 100% quantity over and above to the quantity mentioned in the NIT by tenderer, on the basis of requirement/demand from govt/dealer etc. If the L1 party does not offer the required quantity as per the tender, the NSC may purchase the required shortfall quantity (In addition to the quantities offered by the L1 parties) from the L2, L3 and L4 parties as per their mutual consent (On L1, Approved rate). But party is mandatory to offer the minimum qty as per section II, Clause No. 9. For additional requirement, NSC may repeat the order for the additional quantity on STL basis only, if required as per HO guidelines if any).
20. L1 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 risk and cost of the defaulting tenderer.
21. The seeds shall be required to be transport **F.O.R. delivery anywhere in Maharashtra State, When the tender will be finalized on F.O.R. basis.** The consignment will be preferably on truckload basis. However, one full truckload may contain consignment of more destinations and the party will bound to supply any quantity, at any destination in FOR Maharashtra. The supplier will be responsible for shortages/losses, if any during the transit period. The balance quantity after sales should be taken back by the supplier at his own cost.

22. Seed must be supplied on the basis of satisfactory lot wise test report from respective STL (SSCA), the tenderer will arrange for the SSCA's permission, if necessary as per existing seed Act law for packing the offered/accepted quantity in NSC bags. Certification related all expenditure will be borne by the tenderer.

23. NSC representative draw samples of the final cleaned/ graded seed lots offered by the tenderer and will get analysed in NSC's, Quality Control Laboratory (QCL) or any other laboratory identified by NSC. Supplier has to submit the STL report at the time of packing/despatch of the seed. Section -9 (Form II) of concern lots. The lots cleared by the both STL & QCL lab will only be finally accepted by NSC. NSC may draw samples for 25% more quantity than the offered quantity if available to ensure that in the event of failure of any lot in the Lab, there will be no shortfall in the supply from the ordered quantity as per NSC requirement.

24. Supplier shall have to produce original/attested, Release order/Section-9/ Form-II along with bills (Bill should be issue as per the GSTN guideline) along with receipt duly sealed and signed by supplier, and verified by concerned Area Manager, without which payments will not be released.

25. Payment conditions are as under: -

    a. 85% payment shall be released within 45 days after supply of seed, subject to fulfill the requirements set out in the terms & condition through RTGS on the receipt of the bills. The Bill/ Invoice should essentially be accompanied with a Certificate incorporating that the seeds are supplied out of fresh produce and not from revalidated stocks. The invoice should also contain the lot wise details. The GST No. should be invariably indicated in the invoices.

    b. NSC will retain 15% payment along with the security deposit as retention money for 90 days from the date of last supply and the same will be released along with EMD & security deposit through RTGS after satisfactory results from the field.

26. The tenderer shall, at his own cost, take back part or full quantity of such stock proved defective on receipt by/delivery to NSC.

27. 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.

28. Conditional offer shall not be accepted and the tenderer shall not impose any term condition.

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

30. Tenderer has to submit the lot wise attested copy of Section-9/ Form NO-II/Release order if available of at the time of filling of tender form, if not available then submit the crop variety wise growers list as per format attached in Technical bid. SL No -09. The tenderer should have minimum 2 years' experience of seed production

31. 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 discussion, 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 be in English Language. The court of Delhi shall have the jurisdiction.

32. The successful tenderer shall at his cost execute a notarised agreement with NSC on non-judicial stamp paper Rs. 500/- 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. The agreement must be completed within 8 day after awarding of tender, If the supplier fails to execute an agreement within 8 days period from the issuance of order, EMD will be forfeited.

33. The successful supplier will have to produce attested copies of partnership deed. In case of limited company power of attorney on stamp paper in favour of authorized representative for execution of an agreement and settling all matters related to this contract will have to be submitted.

34. Tenderers should submit original current (**issued after11.01.2024**) Undertaking on stamp paper of Rs.100/- duly notarized that his/her/their firm has neither been **BLACK LISTED** by any Government/Other agencies nor having any relation/co-relation directly or indirectly with the employee of the NSC, its main growers/growers/dealer/distributor/custom processor. Any relation in this regard if comes into notice at any point of time will lead to cancellation of tender / termination of the contract immediately. Tenderer/ contractor will not have any right to challenge the same. And no arbitration case pending in the name of my said firm **(As per enclosed Annexure –A).**

35. Tenderers should submit original current (**issued after11.01.2024**) Undertaking on stamp paper of Rs.100/- duly notarized that, no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organization **(As per enclosed Annexure –B).**

36. 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.

37. 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.

38. The tenderer shall be responsible for GST (If any other tax also) and Income Tax liabilities etc., if any. NSC will not carry any Tax liability related with the transaction.

39. 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.

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

41. **1% Excess weight seed should necessarily be added in each and every bag for moisture losses as per MSSCA Rule**. 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 Measurement Department, if any.

42. 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.

43. 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.

44. NSC, will not be responsible for the losses incurred to the supplier/supplier due to change in Govt. decisions, natural calamities, which are beyond the control of NSC.

45. Tenderer has to sign each and every page of tender documents and all page of tender and term and condition consider as a agreement of tender.

<u>SETTLEMENT OF DISPUTES</u>

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. ln 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.

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.

Witness

1.	1.
2.	2.

Digitally signed by JEETU KUMAR
Date: 2024.01.11 10:46:58 IST

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

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Date: 2024.01.11 10:46:58 IST

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**

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.

6.1 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 behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

8. **Sanctions for Violation**

8.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

ii. The Earnest Money/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.

iv. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other defense stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.

vi. To cancel all or any other Contracts with the Bidder.

vii. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

viii. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

ix. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

x. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

xi. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

8.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder.

9. **Fall clause**

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

9.2 The Bidder shall strive to accord the most favoured 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 -----------------------.

CHIEF EXECUTIVE OFFICER BUYER BIDDER
Company Name

Witness

1. -------------------------------- 1 ---------------------------------------

2. ---------------------------------- 2.---------------------------------------

Digitally signed by JEETU KUMAR
Date: 2024.01.11 10:46:58 IST

LIST FOR TECHNICAL EVALUATION OF TENDER CHECK LIST

SN	Particulars	Remarks / Yes or No
1	Tender fee as per NIT (Non- refundable) :- Rs. 1180/- by online mode.	
2	EMD as per tender Section II , term and condition Table.	
3	Certificate of registration of the firm	
	MSME/NSIC certificate with validity of time and item As per clause No- 01	
4	Partnership Deed if Partnership firm. if applicable	
5	Authorization for signing if it is limited company or partnership firm (Certificate).	
6	An affidavit of ownership if proprietary firm/sole traders.	
7	PAN Number	
8	Income-tax Return for the current & two previous years.	
	ITR-2021-22 -Value	
	ITR-2022-23 - Value	
	Current status-	
9	Audited account details latest 02 Years	
10	Name and addresses of the Bank,	
	Account No.,	
	IFC Code.	
11	Copy of registration for :-	
	i) GST Registration	
12	Valid Seed Licence certificate	
13	Seed Processing Plant Registration with SSCA	
14	Seed Production Experience Certificate as per clause no 30.(On letter head with sign & seal and enclose with proof copy)	
15	Affidavit certificate that not black listed and no arbitration case pending in this office (As per clause no 34 & Annexure-A) should be submit on Rs 100 stamp paper with notarized.	
16	Each and every pages of tender document should be signed with stamp	
17	Full Address of the contractor	
18	Contact No.	
19	E-mail ID	
20	Affidavit no circumstances exceeded lowest price of identical goods to Govt. / Semi Govt. Organization (As per clause no 35 and Annexure -B) should be submit on Rs 100 stamp paper with notarized	
21	Term and condition, acceptance letter in given format to be attached in company letter head. (Annexure-C)	
22	Other document if any in support of the tender.	
23	Variety wise Certified Seed Grower list as per clause No. 30	

	and technical bid SL. No 09 or lot wise Section 09/Form-II/Release order	
24	Variety wise offering quantity	