

Assam Seeds Corporation Ltd.
Khanapara,
Guwahati-22

E- Bidding document for procurement of Hybrid Seeds
Group- B

Bid Reference No.: ASC/Mkt-01/E tender/2017-18/3069
dated 18th Sept. 2017



ASSAM SEEDS CORPORATION LTD.
KHANAPARA, GUWAHATI-22

E-Procurement Notice

(to be published in newspapers/website)

The Managing Director ASC Ltd invites bids in electronic tendering system from eligible bidders for fixation of sale price for supply of Hybrid Seeds (Group- B) as mentioned in the bidding document. The bidding document is available online and the bid should be submitted online on website <https://assamtenders.gov.in>

Date of release of Invitation for Bids through e-procurement: **20th September 2017 at 12 Noon.**

Availability of Bid Documents and mode of submission: The bid document is available online from **20th September 2017 to 10th October 2017 till 12 Noon** and the bid should be submitted online in <https://assamtenders.gov.in> . The bidder would be required to register in the web-site which is free of cost. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA) as indicated in the website: <https://assamtenders.gov.in>.

Last Date/ Time for receipt of bids through e-procurement: **10th October 2017 at 12 Noon.**

For further details please log on to <https://assamtenders.gov.in>



**Managing Director,
Assam Seeds Corporation Ltd, Khanapara,
Guwahati-22**



ASSAM SEEDS CORPORATION LTD.
Khanapara, Ghy-22

Bidding document for supply of Hybrid Seeds

Bid reference:

- A. Date of commencement of submission of Bid Document: **20th September 2017.**
- B. Last date for submission of Bidding document: **10th October 2017 at 12 Noon.**
- C. Validity of the quoted price of the tender: **to be fixed by the Price Finalisation Committee.**
- D. Date and time of opening of Technical Bid: **10th October 2017 at 12 Noon.**
- E. Address for communication: **Managing Director, Assam Seeds Corporation Ltd. Khanapara, Ghy-22.**
- F. Fax No. of the Purchaser: **0361-2330529**
- G. E-mail id of the Purchaser: **ascltdghy@yahoo.com**

Declaration by the Bidder

- 1. I have read and understood the tender Terms and conditions of this Bid No:.....and I have submitted the Bid in accordance with the terms and conditions of the tender document.
- 2. My /our firm is not blacklisted and have no cases specifically registered against the firm related to supply order of ASC Ltd. or Director of Agriculture or Director of Horticulture & Food Processing. Our firm is not under investigation by police/ CID for cases registered specifically against the firm. In our firm , we have no individual who is from blacklisted/ investigated firm{ as indicated in the Section II (ITB) clause 24 }as a member of the Board of Directors or as a partner or in any other form .
- 3. The information furnished in the bid are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found not to be true and not factual at any point of time and the Purchaser will have right to initiate action deemed fit.

Place:

Date:

Seal and Signature of the Bidder

Affix a passport size photograph of the bidder



SECTION-I
INVITATION FOR BIDS (IFB)



ASSAM SEEDS CORPORATION LTD.
KHANAPARA, GUWAHATI-22

E-BIDDING DOCUMENT FOR THE SUPPLY OF HYBRID SEEDS: GROUP-B

SECTION-I: INVITATION FOR BIDS (IFB)

1. The Managing Director, Assam Seeds Corporation Ltd, Khanapara, Guwahati-22 invites bids in electronic tendering system from eligible bidders for fixation of sale price for supply of Hybrid Seeds (Group-B). The bid document is available online and bid should be submitted online on website <https://assamtenders.gov.in>
2. **Date of release of Invitation for Bids through e-procurement: 20th September 2017**
3. **Cost of Bidding Document:** Rs 2000/- (non-refundable) only in form of demand draft in favour of **Managing Director, Assam Seeds Corporation Ltd** payable at **Guwahati**. The bid document can be downloaded free of cost. However, the bidder is required to submit demand draft towards cost of bid document as mentioned below.
4. **Availability of Bid Document and mode of submission:** The bid document is available online and bid should be submitted online on website <https://assamtenders.gov.in>. The bidder would be required to register in the web-site which is free of cost. For submission of bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA). Aspiring bidders who have not obtained the user ID and password for participating in e-tendering may obtain the same from the website: <https://assamtenders.gov.in>. Digital signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature issued from authorized CAs can use the same in this tender.
5. **Submission of Original Documents:** The bidders are required to submit - (a) original demand draft towards the cost of bid document, (b) original bid security for the amount and in the format provided in the bidding document and (c) original Power of Attorney or authorisation in the letter head of the Company to be signed by the competent authority for signing the Bid along with the sealed sample of the item for which bid is submitted (d) **Original copy of the technical bid** to the **Managing Director, Assam Seeds Corporation Ltd, Khanapara, Guwahati-22**, on a date not later than **two (2) working days after the opening of the technical Bid through the e-tendering system**, either by registered post or by hand, failing which the bids shall be declared non-responsive and summarily rejected. e) Original authorisation letter from principal along with the print copy of the send mail from principal.
6. Further, Both Technical Bid and Financial Bid should be uploaded in the official website <http://assamtenders.gov.in>.
7. **Last Date/ Time for receipt of bids through e-tendering 10th October 2017 at 12 Noon.** A hard copy of the **Technical Bid only** affixing a Court Fee of Rs. 8.25/- must be submitted within **two (2) working days after the opening of the technical Bid through the e-tendering system** to the **Managing Director, Assam Seeds Corporation Ltd, Khanapara, Guwahati-22**. In case of any discrepancy between the online bid and the hard copy of the bid, the contents of the bid submitted online shall govern and shall be considered for evaluation.
8. **Online submission of bid is mandatory for both technical and financial bids, and must be submitted online on the website: <https://assamtenders.gov.in>. However,** a hard copy of the **Technical Bid only** affixing a Court Fee of Rs. 8.25/- must be submitted as mentioned above within **two (2) working days after the opening of the technical Bid through the e-tendering system.**
9. The technical bids will be opened online on **10th October 2017 at 12 Noon** If the the date of opening of the bids as specified is a holiday the bids will be opened on the next working

day at the same time . The date & time of opening of the Financial Bid will be intimated to the bidders who have qualified during evaluation of technical bids.

10. The bids submitted by the bidders shall remain valid for acceptance for a period not less than **ninety (90)** days after the deadline date for bid submission.

11. The Price/Rate approved will be remain valid for a period of one year from the date to be fixed by the Price Finalisation Committee .

12. Bidders may bid for any one or more of the items mentioned in the bidding document under the Schedule of Requirement.

13. Other details can be seen in the bidding documents. The Purchaser (MD, Assam Seeds Corporation Ltd) shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to the tender.

14. The bidders may visit the Information cell of ASC Ltd. for queries related to the bidding document in addition to online provision for the same..



Managing Director,
Assam Seeds Corporation Ltd,
Khanapara Guwahati-22
Tel./Fax: 0361-2330529/2338472;
ascltdghy@yahoo.com



SECTION-II
INSTRUCTIONS TO BIDDER (ITB)



INSTRUCTIONS TO BIDDER (ITB)

1. Source of Funds: The Director of Agriculture/Director of Horticulture & Food Processing, Assam and different authorities of North East states are expected to place indent under different schemes for distribution of seeds of various Crops for the financial year 2017-18 for which this invitation for Bid is issued.

Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous

2. Eligible Bidders:

The eligible bidders for the purpose of this Bid are –

- i) Producer/ Firms or companies
- ii) Seed marketing firm having tie up / MOU agreement with producer.
- iii) Authorized dealer of producer / Firms or companies

In case of Firms/ Companies having tie-up/ MOU agreement with Seed Producers/ Seed Marketing Companies having tie-up/ MOU with the growers, shall be required to submit tie-up Agreement or else their bids will be summarily rejected.

In case of authorized dealer/distributor of Seed Producers, they shall be required to submit dealership/distributor certificate along with authorization from the principal or else their bids will be summarily rejected. A copy of the authorization shall be simultaneously forwarded by the principal to the Managing Director ASC Ltd from own email address of the principal as stated by the principal in the Bid. Along with the authorisation letter the principal will also mark a copy of the sent mail to the MD ASC Ltd.

In case of Seed Marketing Firms they are required to submit tie up agreement/MOU with the growers authorisation for sale.

In this regard authorization from the above mentioned sources for more than one bidder will be accepted subject to maximum of two firms. However in the authorisation form, the principal must clearly indicate name of all the firms to whom it has issued the authorisation certificates along with the quantity for each individual firm authorised to each dealer.

In case, a principal is found to have authorized multiple agents/firms/dealers etc. to submit bid for the same item under this bid without indicating the name of all the agents/firms/dealers etc along with the quantity authorized in the authorization certificate, all the bids from that principal shall not be accepted for that particular item.

All tender documents shall be signed only by authorised person, in support of which original Power of Attorney or authorisation in the letter head of the Company to be signed by the competent authority for signing the Bid shall be submitted.

3. Eligibility criteria for the Bidders:

- i) The Bidder shall have a valid Seed Licence.
- ii) In respect of tenders quoting for proprietary hybrids, should possess in house R & D recognition Certificate issued by the Ministry of Science and Technology, Department of Scientific and Industrial research (DSIR), New Delhi (Enclosed an attested copy of the certificate) . Authorisation letter obtained for using R & D facility of other seed companies will not be considered. However, if any of the seed Company is a sister concern subsidiary of other seed Company having R & D recognition by the Ministry of Science and Technology, Department of Science and Industrial Research (DSIR), they should enclose a copy of the registered document to that extent .
- iii) Hybrid seed importer should submit valid import license issued by GOI. .

iv) The Company/Firm that has issued authorisation shall provide documents to prove rights to produce/market the proprietary hybrid quoted under this tender which are not their own proprietary products.

v) Bidders have to enclose a printed copy of the price list of the company and submit along with the bid and the same should be available in the website of the company. The price list must indicate Maximum Retail Price (MRP) of the product for which the Bid is submitted.

3. **Scope of Supply :**

The bidder will have to supply required materials as per specification in the state of Assam and F.O.R destination will be Agriculture Development Officer Circle in different districts of Assam

4. **The Tender quantity and Product specification :**

a) Hybrid variety included either in the Package of Practices or recommended / Notified for the state of Assam by competent authority. A copy of the notification/ recommendation is required to be enclosed with the bid by the bidder. The latest Package of Practices will be available at the website of www.rkvyassam.in

b) The quantity of the seed requirement as indicated in the Schedule of requirement is only estimated quantity. Assam Seeds Corporation Ltd., Khanapara, Ghy-22, reserves the right to change its requirement without assigning any reasons thereof.

c) The bidder is required to furnish varietal characteristics in respect of proprietary hybrid seeds quoted by them in **Form A** (Annexed) along with morphological characteristic details issued by breeder for particular Seed.

d) The tendering authority may take all such actions to ascertain the stock availability of the bidder and his supplying capacity against the quoted quantity. In case of failure to satisfy the purchaser about the capacity to supply the total quantity indicated in the bid, such tenders are liable for rejection.

e) The bidder, whose tender is accepted, shall supply only seeds of their own production or as per tie up/MOU which is submitted in the tender or the production of the Company for which bidder submitted authorisation only.

5. **Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the 'Managing Director, Assam Seeds Corporation Ltd, Khanapara, Guwahati-22 hereinafter referred to as "the Purchaser", shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. **Content of Bidding Documents**

The goods required, bidding procedures and contract terms are prescribed in the bidding documents.

In addition to the Invitation for Bids (Section-I), the sections are included in the bidding documents:

| Sl. No. | Content | Section & Form |
|---------|------------------------------|----------------|
| a. | Instruction to Bidders (ITB) | Section II |

| | | |
|----|--------------------------------------|--------------|
| b. | General Conditions of Contract (GCC) | Section III |
| c. | Schedule of Requirements | Section IV |
| d. | Technical Specifications | Section V |
| e. | Qualification criteria | Section VI |
| f. | Bid Form and Price Schedules | Section VII |
| g. | Contract Form | Section VIII |
| h. | Performance Security Form | Section IX |
| i. | Authorization Form | Section X |
| j. | Rejection criteria & Checklist | Section XI |
| k. | Varietal Characteristic | Form A |
| | | |

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive as per provisions of the bidding documents may result in rejection of its bid.

7. Clarification of Bidding Documents: The electronic bidding system provides for online clarification on the provisions of the bidding document. A prospective bidder requiring any clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received earlier than **10 (ten)** days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the bidders without identifying the source of request for clarification. Please note that clarification not related to this bidding document will not be responded and replied.

8. Amendment of Bidding Documents:

a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under “**Latest Corrigendum**” and email notification is also automatically sent to those bidders who have moved this tender to their “**My Tenders**” area.

b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their “**My Tenders**” area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.

c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids. In case a bidder has already submitted the bid before corrigendum and he will be allowed to give updated bid again without any additional cost of bid document or bidding security. In that case his updated bid will be the bid taken up for evaluation.

9. Preparation of Bids

a. **All the interested bidders are requested to read the bid document carefully before submission of their bid.**

b. **Language of Bid:** The bid prepared by the Bidder, as well as all documents attached to bid by the bidder and all correspondences relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language or in Assamese language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the

English language or in Assamese language in which case, for purposes of interpretation of the Bid, the translation shall govern.

c. The Bid submitted by the Bidder shall be in two parts as mentioned below. The documents and details shall be submitted online on website <https://assamtenders.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. The above are to be submitted in the manner as prescribed below:

(A) **Technical bid: Scanned copies of the following documents** shall be uploaded on the website <https://assamtenders.gov.in> at the appropriate place:

- i) Signed statement mentioning the legal status, place of registration and principal place of business of the company or firm or partnership, complete address of the registered office and address for correspondences with Phone number/cell number/Fax number and E-mail ID,
- ii) A passport size photograph of the signatory of the bid
- iii) The Bidder shall initial and number each and every pages of the Bid Document
- iv) Demand Draft towards the Cost of Bid Document,
- v) Copy of Bid Security in accordance with the bidding document ,
- vi) Copy of PAN Card issued by Income Tax Authorities in the name of bidder,
- vii) Authorization Certificate from the Principal along with the print copy of the sent mail from Principal
- viii) Documentary evidence established that the goods and ancillary services to be supplied by the Bidder are in conformity to the terms and conditions of the bidding documents;
- ix) Detail documentary evidence to establish bidder source and capabilities
- x) Documentary evidence to establish the Bidder's financial qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction, and
- xi) All other documents as specified in the bidding document.

Note: Bidders are advised to scan their aforementioned documents at 100 dpi (in Grayscale mode) in .pdf format for multiple pages with maximum file size of 25 MB. If numbers of pages exceeds, the bidders are advised to create multiple files and upload the same in "Upload Additional Document" stage.

(B) **Financial Bid:** The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document at **Section VII**. **The entry of rates for individual items** for which bidder submitted the bid **shall be made in the prescribed Price Schedule and Scanned copies of the same** shall be uploaded on the website <https://assamtenders.gov.in> at the appropriate place.

Important: Bid Form and the Price Schedule are to be uploaded only in e-procurement portal; no hard copy is required to be submitted. *Bidder shall quote rate per quintal and FOR destination specified in the bid.*

(C) **Bid Form and Bid Prices:**

1. The Bidder shall complete the Bid Form and the Price Schedule online, indicating the goods to be supplied, a brief description of the goods, quantity offered and the prices. The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract. However, bidder may quote any of the items in a schedule and may not quote for all the items in a schedule.

The bidders are **mandatorily required** to provide the following information in the price schedule:-

- Description of Goods to be supplied,
- Specifications of the Goods,
- Quantity offered and physical unit,
- Unit price,
- Total price per line item [excluding taxes],
- Transportation Costs (FOR final destination), Price for other services (e.g. Insurance, storage, etc.) required for delivery of the Goods to their final destination,
- The total price including GST.

(D) **Fixed Price:** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment or variation on any account

(E) **Currency:** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

10 PACKAGING

i) Seeds should be packed in standard package with label of prescribed information and should contain the following information:

- The container of the Seed bears in the prescribed manner, label containing the correct particulars including germination, quantity etc. thereof ,
- Supplier name/Contact Number on the packet

ii) To treat the seed before sowing by the user, the chemical calculated at recommended dose shall be kept in plastic packet and placed inside the seed container with complete direction and precaution required for treating the seeds. The information about the treatment shall be displayed on seed containers. If the seeds have been treated, the following instruction shall also be complied with:

A statement indicating that the seed has been treated;

- The commonly accepted chemical or abbreviated chemical name of the applied substance; and
- If the substance of the chemical used for treatment and present with the seed is harmful to human beings or other vertebrate animals a caution statement such as
“Do not use for Food, feed or oil Purposes” shall be displayed prominently. The caution for mercurial’s and similarly toxic substances shall be the word ‘POISON’ which shall be in type size, prominently displayed on the label in the red.

11. Documents Establishing Bidder's Qualifications: The Bidder shall furnish, as part of its bid, documents establishing the **Bidder's qualifications in respect of financial, technical, and production /Supply capabilities to perform the Contract.** The documentary evidence submitted by the Bidder to substantiate its qualifications to perform the Contract shall be to the satisfaction of the Purchaser.

In the case of a Bidder offering to supply goods under the contract which the Bidder does not produce, the Bidder shall be duly authorized (as per authorization form given in **Section-X** by the producer) to supply the goods under the contract for which the bid is issued.

Bids submitted shall include the information (Wherever applicable) the legal status, place of registration and principal place of business of the company or firm or partnership, etc.

12. Bid Security

- a. The Bidder shall furnish, as part of its bid, a Bid Security for an amount of 2% of the total amount of the bid price quoted by the Bidder. However, in case of SC/ST/OBC/MOBC bidders, the Bid Security may be submitted for an amount of 1% of the total amount of the bid price quoted by the Bidder; In such case, bidder must submit proof of their belonging to such category (SC/ST/OBC/MOBC) from the authorised authorities.
- b. The bid security, in Indian Rupees, shall be in the form of **Term Deposit/Call Deposit** duly pledged in favour of '**Managing Director, Assam Seeds Corporation Ltd**' payable at Guwahati.
- c. The Original of the Bid Security shall be submitted as mentioned in the IFB.
- d. The Bid Security must remain valid for a period of **45** days beyond the original validity period of bids, or beyond any period of extension subsequently requested by the purchaser.
- e. **Any bid not secured in accordance to the above (12.a to 12.d) shall be rejected by the Purchaser as non-responsive.**
- f. Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than **30** days after the expiration of the period of bid validity prescribed by the Purchaser.
- g. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, and furnishing the performance security.
- h. The bid security may be forfeited:
 - (i) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
 - (ii) In case of a successful Bidder, if the Bidder fails:
 - to sign the Contract in accordance with ITB Clause 28, or
 - to furnish performance security in accordance with ITB Clause 27.1

13. Period of Validity of Bids

13.1 Bids shall remain valid for **90** days after the deadline for submission of bids prescribed by the Purchaser. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**

13.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. In such case, the bid security provided by the bidder shall also be extended for **45** days beyond the extended validity period of bids. A Bidder may refuse the request without forfeiting its bid security. However, a Bidder agreeing to the request will not be permitted to modify his bid.

14. Format and Signing of the hard copy of the technical Bid

- a. The Bidder shall prepare hard copy of the technical bid.
- b. The hard copy of the technical Bid shall be signed by the Bidder or a person or persons duly authorized to sign the Bid. The letter of authorization shall be indicated by written power-of-attorney or authorisation in the letter head of the organisation signed by the competent authority. All pages of the bid shall be initialled by the person or persons signing the bid.
- c. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid. Using of liquid eraser (white fluid) for any correction will not be valid. Bids using white fluid may not be accepted.
- d. In case of any discrepancy between the online bid and the hard copy of the technical bid, the contents of the technical bid submitted online shall govern and shall be considered for evaluation

15. Submission of Bids

- a. The Bidders shall upload the Technical and Financial Bid in <https://assamtenders.gov.in> and submit the hardcopy of **only Technical bid** to the purchase as mentioned in the IFB.
- b. Submission of more than one quotation in respect of supplies of the same category, same specified items, and quoting different rates by same bidder shall disqualify a bidder.

16. Deadline for Submission of Bids

- a. Bids must be uploaded in the <https://assamtenders.gov.in> within the specific date and time mentioned in the bid and hardcopy of the technical bid must be received by the Purchaser at the specified address no later than the time and date specified in the Invitation for Bids (Section I).

In the event of the specified date for the submission of Bids being declared a holiday, the Bids will be received up to the appointed time on the next working day.

- b. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and Bidders remain same for the extended period also.

17. Late Bids: Any technical bid received by the Purchaser after the deadline for submission of bids, shall be summarily rejected.

18. Withdrawal of Bids

- a. The Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

- b. The Bidder's withdrawal notice shall be written, sealed, and must reach to the Managing Director, ASC Ltd. before the deadline for submission of bids. Purchase will not be responsible for delay in transit;

- c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 9.

19. Bid Opening and Evaluation of Bids

- a. The Purchaser will open all the technical bids, online, on at P.M.

- b. Financial Bids of the bidders whose bids are found to be technically qualified only will be opened online . The purchaser will inform the time for opening financial bid to the technically qualified bidders through the website <https://assamtenders.gov.in>;

- c. **Bids that are not submitted through the e-tendering system along with hard-copy of the technical bid and not opened online and shall not be considered further for evaluation.**

20. Clarification of Bids: During evaluation of bids, the Purchaser may, at its discretion, ask the Bidder for clarification related to the information and documents submitted in the bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

21. Preliminary Examination

- a. The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in

order. Bids from Dealer etc., without proper authorization from the producer (as specified in the Bid document) as per prescribed format shall be treated as non-responsive.

b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. **If the supplier does not accept the correction of errors, its bid will be rejected and its bid security shall be forfeited.**

c. **The Price Fixation Committee may waive any minor non-conformity in a bid** with proper logical reasoning which shall be reflected in the minutes of the meeting. However, non-conformity relating to Bid Security, Bid Validity, Undertaking relating to Quantity to be supplied as mentioned at page 1, technical specification, Authorization from principal shall not be treated as **minor non-conformity in a bid.**

d. Purchaser will determine the substantial responsiveness of each bid. A **substantially responsive bid** is one which conforms to all the terms and conditions of the bidding documents without any material deviations.

The deviations from or objections or reservations to critical provisions such as those concerning Bid Security (ITB), Bid Validity (ITB), undertaking relating to Quantity to be supplied as mentioned in the bid form, technical specification, Authorization certificate, Power of Attorney or authorisation in the letter head of the Company to be signed by the competent authority for signing the Bid of the signatory of the bid, Performance Security (ITB), Force Majeure (GCC), and bids without signature or incomplete information in the Bid Form and Price Schedule shall be deemed to be a **material deviation.**

e. If a bid is not substantially responsive, it will be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

22. Evaluation and Comparison of Bids

a. The Purchaser will evaluate the bid in two stages i.e. technical bid first and thereafter financial bid of the technically qualified bidder.

b. **Preliminary screening: Bids shall be summarily rejected if the following documents are not furnished, including the Bids submitted Late:**

1. Bids submitted Late
2. Non submission of original hard copy of the technical bid or non-submission within the time prescribed (IFB 5).
3. Non submission of Power of Attorney or authorisation in the letter head of the organisation.(IFB 5).
4. Authorisation certificate as per Section X.
5. Valid seed license
6. Non submission of Form A
7. Non submission of Bid Security.
8. Demand Draft towards the Cost of Bid Document
9. Duly signed Bid form, price schedule provided in the bidding document.
10. Offered goods are not as per specification provided in the Bid.
11. Copy of the recommendation /Notification related to the item for which bid is submitted.
12. Price not quoted for at least minimum 5 % of the total estimated quantity as prescribed.
13. Non submission of copy of the Trade License.
14. Bid validity not conforming to the provisions in the Bidding.
15. Non submission of Analysis Report as prescribed in this Bid Document.

*** During evaluation of the bid, the purchaser at his own discretion may ask for clarification /cross verify from the source or point of reference given by the bidder. If no response received from the source or point of reference given by the bidder, the purchaser may not accept the bid. The bid will be rejected and its bid security may be

forfeited if any discrepancy/ misrepresentation of fact is detected during the cross verification.

c. The Purchaser's evaluation of technical bids found to have qualified during **Preliminary screening** will take into account the following:

(A) Technical Evaluation of Bids:

1. **Validity Period of Seeds:** Validity period of the seeds must be clearly stated and displayed on the packing

2. **The technical evaluation shall be strictly based on the provision contained in the bid document.**

The assessment will *inter alia* into account the **Bidder's financial, technical and production/supply capabilities**. It will be based upon an examination of the documentary evidence submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

(B) Financial Evaluation of Bids:

i) Price Bids of those bidders who have technically qualified.

ii) **The bidder must quote the price for at least 5% of the estimated quantity or else the bid shall be rejected.**

iii) The Purchaser's evaluation of a bid prices will **not** take into account GST and responsive bidders shall be compared on the basis of prices quoted in Column-9 of the Price schedule.

iv) In case where more than one bidder quoting the same rate for the same item/items , then bidder having the higher/highest quoted quantity will get the preference over the other/others or in that order. However, if the purchaser has any reason to believe that there is collusion in such cases, then all the bids shall be rejected.

v) **Bid will be evaluated crop wise and variety wise.**

vi) **The Bidder will submit the MRP declared by the Company/Firm. The Bid will not be accepted if the price quoted is less than 10 % of the MRP or higher than MRP. Price below 10% of MRP and higher than MRP will not be accepted.**

d. The list of successful and unsuccessful bidder will be published in the website <https://assamtenders.gov.in> and also in the Notice Board of ASC Ltd. **The purchaser will also publish the reason of determining non-responsiveness of the bids.**

23. Contacting the Purchaser

a. No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

b. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

24. Award Criteria: The Purchaser will award the Contract to the successful Bidder (s):

a. Whose technical bid has been determined to be substantially responsive to the requirements including the commercial terms & conditions stipulated in the bidding document shall be opened

b. **The bidder quoting lowest within the range (i.e. the range of not less than 10% lower than MRP and up to MRP) will be selected as lowest responsive bidder. Bidder price quoted below 10% of MRP and higher than MRP will not be accepted.**

c. While deciding the lowest bidder price, responsive price will be determined crop wise and variety wise.

In case where quantity required by the purchaser exceeds the quantity offered by lowest evaluated responsive bidder (*which will be determined from the quantity offered by the bidder in the price bid*), the next lowest responsive bidder shall be offered the opportunity for supplying the quantities for which he has submitted the bid at the lowest responsive price. The process shall be repeated with the subsequent lowest responsive bidder (s) till the total quantity required is supplied.

d. At the time of issuing order, a copy will be send to the source of supply and producer

25. If the Bidder is blacklisted and have cases registered specifically against the firm related to supply against the order of ASC Ltd. or Director of Agriculture or Director of Horticulture & food Processing and under investigation by police/ CID, the firm is not eligible to submit the bid. The Bid of the firms having individual of blacklisted/ investigated firm as indicated in this clause as a member of the Board of Directors or as a partner or in any other form is not acceptable for bidding and the firm will not be accepted.

26. Purchaser's right to vary Quantities at Time of Award: The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods specified in the Schedule of Requirements without any change in unit price or other terms and conditions..

27. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids: The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

28. Notification of Award

a. The Purchaser will notify the successful bidder (s) in writing by registered letter or by email or fax, that its bid has been accepted.

b. Upon the successful Bidder (s) furnishing of performance security pursuant to General Conditions of Contract (GCC) Clause 4, the Purchaser will promptly discharge its bid security to unsuccessful Bidder.

c. If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid has not been selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

29. Signing of Contract

a. Within 07 (seven) days of receipt of the Notification of Award, the successful bidder shall have to attend the Office of the Managing Director, ASC Ltd and sign and date the Contract and return it to the Purchaser along with the Performance Security as mentioned below at Clause 26.a, or else the purchaser reserves the right cancel the Notification of award and take any other action as deemed fit and proper.

30. Performance Security

a. Within 07 (Seven) days after the Supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the Purchaser in the form Performance Security provided in the **Section IX** of the bidding documents, for *5% of the contract amount*, valid up to 90 days after the date of completion of performance obligations or else the purchaser reserves the right cancel the Notification of award and take any other action as deemed fit and proper.

b. Failure of the successful bidder to furnish the performance security as per ITB clause 26.a or comply with the requirement of GCC 4.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

**SECTION III:
GENERAL CONDITIONS OF CONTRACT
(GCC)**

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Definitions:** In this Contract, the following terms shall be interpreted as indicated:
 - a) The "**Contract**" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
 - b) "**The Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
 - c) "**The Goods**" means all the, seeds, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
 - d) "**Services**" means services ancillary to the supply of the Goods, such as transportation *etc*, and any other incidental services of the Supplier covered under the Contract as per this Bid document.
 - e) "**GCC**" mean the General Conditions of Contract contained in this section.
 - f) "**The Purchaser**" means the organization purchasing the Goods.
 - g) "**The Supplier**" means the individual or firm supplying the Goods and Services under this Contract.
2. **Application:** These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
3. **Standards:** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications
4. **Performance Security**
 - 4.1 Within 07 (Seven) days after the Notification of Award, the Supplier shall furnish Performance Security to the Purchaser in the form Performance Security provided in the **Section IX** of the bidding documents, for *5% of the contract amount*, valid up to 90 days after the date of completion of performance obligations. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 4.2 In the event of any defect in the material submitted performance security will be forfeited and order will be cancelled.
 - 4.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of Demand draft in favour Managing Director of ASC Ltd., Khanapara, Guwahati-22 and payable at Guwahati.
 - 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than **90** days following the date of completion of the Supplier's performance obligations, including the warranty obligation, under the contract.
 - 4.5 In the event of any contract amendment, the Supplier shall, within **15** days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for **90** days after the completion of performance obligations.
5. **Inspections and Tests**
 - 5.1 The authorized representative (s) of the Purchaser shall have the right to inspect and/or to make arrangement for test of the goods to be delivered by the supplier/bidder under the contract.

- 5.2 The inspections may be conducted on the field of the Producer /premises at the stock of the Producer/Dealer /Supplier or it's at point of delivery and/or at the Goods final destination. If conducted on the premises/field of the Supplier all reasonable facilities and assistance, production data, quality testing data, *etc.* shall be furnished/ made available to the authorised representative at no charge to the Purchaser. The purchaser will bear the cost of travelling, boarding & lodging *etc.* of its authorized representatives for the inspections.
- 5.3 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and performance security will be forfeited and order will be cancelled.
- 5.4 The execution of a test and/or neither inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report shall release the Supplier from all the performance obligations of the supplier under the Contract;
- 5.5 Prior to distribution of the seeds supplied under the contract, the respective Agriculture Development Officers (ADOs) of the Agriculture Department, Assam, shall collect samples as per the relevant Seed Act/procedure and send them to the laboratories specified in this bidding document for testing;
- a) However, during the period of testing, if receiver of goods is in doubt about the quality from the physical appearance, he may not proceed with the distribution. Otherwise he shall continue with the distribution without waiting for the laboratory report.
- b) In the event, sample after laboratory testing is found to be sub-standard /non-conforming to the specified specifications, entire quantity for which the samples represent shall not be distributed, and performance security will be forfeited and order will be cancelled.
- c) Any seeds found substandard after Laboratory test (Laboratories' specified in this document) will be rejected and party will have to lift back the stock at their own cost and the Purchaser reserves the right to charge for the storage and other expenditure involved if any for rejected material. Non-compliance by the supplier will result terminated the contract and also the purchase shall have the right to impose penalty as specified in this document
- d) In case where samples are found substandard/nonconforming to the standard but if the materials are already distributed and used in field, in that case wherever applicable the following action shall be initiated:-
- i) The value of the yield shown in the notification shall be deducted from the supplier's bill/performance security.
- ii) Purchaser shall have the right to take any or all other penal action against the supplier provided in this bid documents.
- e) The bidder have to pay appropriate compensation to the growers in case of yield damage beyond 10% yield lost due to poor quality seeds. The determination of the percentage and attributing the loss to poor quality seeds will be determined by the Purchaser .**
- 5.6 Quality testing of the seed sample will be performed through ASSCA.
- 5.7 During the period of stocking of the seeds at ASC Ltd., the respective Branch Manager of ASC Ltd in consultation with DAO will arrange for collection of samples by ADO. Samples will be drawn by ADO in front of witness and delivery person.
- 5.8 Purchaser at any place during transportation of goods within the State may collection samples for testing.

6. Packing

6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Wherever existing Act prescribe the methods, packaging, labelling etc. should be as per relevant Act.

6.2 For detail of the packaging requirements are specified in qualification criteria in Clause F.

7. Delivery and Transportation

7.1 The supplier shall inform the MD, ASC Ltd about the scheduled delivery of the goods in writing at least 03 (three) days ahead to the delivery planned.

7.2 . The goods under contract shall have to be delivered by the supplier within the specified period as mentioned in the contract agreement

The cost related to the activities above shall be included by the bidders in their quoted bid price.

8. Insurance: The Supplier shall be responsible to obtain insurance for the transit of the goods and hence shall include the related cost in the Bid Price.

9. Payment: The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by the following documents:

- i) Three Copies of the Supplier invoice showing contact number, goods description, quantity, unit price, total amount along with the acknowledgement of receipt from ADO matching with the details of the bills.
- ii) For making the payment of the bill the purchaser, who is also the bill paying authority will confirm and cross check the quoted source of procurement from the GST matching in the authorisation letter and in the e -challan
- iii) Immediately after delivery of goods DAO will forward the challan. In no case challan will be kept at the District level for more than 7 days. In case of any delay, DAO will be responsible for any issue arising out of delay.
- iv) Performance security will be released after the field report and in case of field report not been satisfactory field sample testing will also be taken into consideration to decide the matter.
- v) Inspection certificate/ report wherever applicable.
- vi) GST in original against the quantity of inputs raised in the bill should be attached along with the bill for verification.
- vii) Quality testing certificate / Laboratory test Report as specified in this document. Without quality testing certificates from the specified laboratory, no payment shall be made.
- viii) Documents relating to procurement from the source.
- ix) Any other document(s) required during payment as specified in this bidding document.
- x) The responsive bidder will have to supply seeds on credit. **The purchaser will make payment on fulfilment of delivery etc. as per condition of the bid after receipt of fund form the indenting authority.**

xi) Within three (3 weeks) of receipt of the fund from the indenting authority, the payment will be made to the supplier after receipt of the necessary documents about delivery for payment. In case payment cannot be made within 3 weeks as stipulated, the supplier will be informed about the reasons thereof showing inconsistencies with the requirement of payment conditions.

10. Delays in the Supplier's Performance:

10.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the provisions stipulated in the bidding document.

10.2 If at any time during performance of the Contract, the Supplier or its representative should encounter conditions impeding timely delivery of the Goods and performance of Services, the

Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s).

As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract Agreement. **Notwithstanding anything contain in the bidding document, if the delay is beyond the recommended sowing time, then no extension shall be made.**

10.3 Except due to Force Majeure event, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 11, unless an extension of time is agreed upon pursuant to GCC Clause 10.2 without the application of liquidated damages.

11. Liquidated Damages: If the Supplier fails to deliver **any or all** of the Goods within the period (s) specified in the bidding document, the Purchaser, *without prejudice to the other remedies under the Contract*, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to 2% of the contract price per day of delay subject to a maximum deduction 14% of the contract price. Once the maximum liquidated damage of 14% is reached, the Purchaser may terminate of the Contract as per provisions of the bidding document.

12. Termination for Default

12.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract **in whole or part**:

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract/ Work Order , or within any extension thereof granted by the Purchaser; **OR**
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption.

12.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

13. Force Majeure

13.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

However, any delay in supply of the goods by the supplier **beyond the sowing season**, even if due to Force Majeure conditions, shall not be acceptable to the purchaser and in

such circumstances the contract shall be terminated without any liquidated damages or penalties and without any compensation to the supplier.

13.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, road blockade due to "bandh", fires, floods, epidemics, quarantine restrictions.

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

14. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without any compensation to the Supplier.

15. Termination for Convenience:

15.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

15.2 In such event, payment for the Goods that are already supplied and accepted by the Purchaser shall be made at the Contract terms and prices.

16. Settlement of Disputes

16.1 The Purchaser and the supplier shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with the Contract.

16.2 If, after ten (10) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given in writing.

16.3 Arbitration proceedings shall be conducted in accordance with the Acts and rules of procedure interpreted in accordance with the laws of the Union of India, including the Arbitration and Conciliation Act as amended till date and within the Jurisdiction of Hon'ble Guwahati High Court.

16.4 Arbitration proceedings shall be held at Guwahati, Assam, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

17. Taxes and Duties: Suppliers shall be entirely responsible for all taxes as per rule and procedure.

18. Fraud and Corruption

Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the borrower, designed to establish bid prices at artificial, non competitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

19. Other Conditions:

a) The bidder must start supply of seeds as per the date to be mentioned in the order and must complete supply within the stipulated period given in the order. If any supplier fails to supply within stipulated time, Purchaser reserves the right to cancel the order and other penalties prescribed in this bidding document.

b) After completion of supply, supplier will have to submit delivery statements in detail.

c) Purchaser has the right to verify any source of seeds / distribution and quantity and quality at any point of time.

SECTION-IV
SCHEDULE OF REQUIREMENTS

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SECTION IV: SCHEDULE OF REQUIREMENTS

| NAME OF SEEDS | Estimated quantity required(In Qt) | Variety |
|------------------|------------------------------------|--|
| Hybrid Paddy | 4916.00 | Variety recommended in the package of practices or recommended/notified for the state of Assam by competent authority. |
| Hybrid Maize | 1840.00 | Variety recommended in the package of practices or recommended/notified for the state of Assam by competent authority. |
| Hybrid Sunflower | 200.00 | Variety recommended in the package of practices or recommended/notified for the state of Assam by competent authority. |



SECTION -V
TECHNICAL SPECIFICATIONS



TECHNICAL SPECIFICATIONS

| Hybrid Seeds | | |
|---------------------|--|--|
| Sl. No. | Name of Seeds | Specification |
| 1. | Hybrid Paddy / Hybrid Maize / Hybrid Sunflower | A. Hybrid variety included a) either in the Package of Practices b) Recommended/ Notified specifically for the state of Assam and / or for the whole of India. |



SECTION -VI
QUALIFICATION CRITERIA

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QUALIFICATION CRITERIA

(A) **Financial Status-** The Bidder will submit balance sheet of the last financial year.

(B) **Bids shall accompany the following information:-**

- a) The bidder shall declare the precise location of the seed Production Farm where the seeds will be produced/already produced.
- b) Any product offered must be backed by analysis report/quality testing report.
- c) Bidder shall submit Attested copy of License in Form B *i.e.* License to carry on the business of a dealer in seeds
- d) Duly attested copy of Trade license from competent authority
- e) GST registration certificate.

(C) **Seeds :**

- a) Standards prescribed in the Indian Minimum Seed Certification Standard, seeds must conform to that standard. Standard of the Seeds must be displayed on the container as per relevant laws/orders/rules/laws. Bidder shall submit relevant documents showing the standard.
- b) Literature/brochure of the company related to the item for which bid is submitted . The Literature/brochure should include among others the sowing time, spacing, fertiliser dose to be applied , quality and other technical details .
- c) Attested copy of the notification from the competent authority regarding notification of the variety for the state of Assam for which bidder has submitted the bid must be submitted. This notification shall be accepted only when it is applicable to the State of Assam. **No test report /Trial report instead of notification will be treated as a replacement for notification for the state of Assam. Any recommendation for the state of Assam must be from the competent authority and this recommendation must be arrived at through proper procedure for the same.**
- d) **Hybrid variety of paddy with yield of less than 6 (six) ton will not be accepted under this bid. Bidder is required to submit documents related to yield from institute/organisation under Govt. of India , State and Central Agriculture University (ies).**
- e) Attested copy of Firm Registration Certificate/Company incorporation certificate in case of firm/company/Society

(D) **Analysis Report :**

- a) Bidder required to submit analysis report for the seed offered. The analysis report must be from State Seed Laboratory notified by the State Government or from Central seed Laboratory established by Central Government by notification. Analysis report from the Seed Testing Laboratories under the Laboratory/Laboratories from Assam State Seed Certification Agency shall be accepted.
- b) Any seeds found substandard after Laboratory test (Laboratories' specified in this document)will be rejected and party will have to lift back the stock at their own cost and Purchaser reserve the right to change for storage and other expenditure involved if any for rejected material.

(E) **Rights Reserved :**

- i) The decision of the Tender Accepting authority is final in considering or rejecting of any hybrid offered in the tender for supply of Seeds
- ii) The tender Accepting authority reserves the right to reject the tender without assigning any reason thereof.

SECTION-VII
BID FORM AND PRICE SCHEDULE BID
FORM

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BID FORM AND PRICE SCHEDULE BID FORM

Date :.....
Ref. IFB No :.....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies:

Having examined the Bidding Documents against the IFB No [insert numbers], the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver..... (Description of Goods) in conformity with the said bidding documents for the sum of (Total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

I/We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Bidding Document.

If our bid is accepted, we will furnish a Performance Security in a sum equivalent to 5% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

I/We agree to abide by this bid for the specified Bid validity period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any bid you may receive.

Declaration by the Bidder:

I/We have read and understood the Tender Terms and conditions relevant to tender Bid reference No. dated the day of(month) 2016 and I have submitted the bid in accordance with the terms and conditions of the above referred notification and tender document.

The information furnished in the bid are true and factual and I/We clearly understand that my/our tender is liable for rejection , if any information furnished is found to be not true and not factual at any point of time and the department will have right to initiate action deemed fit.

Further, I/We do hereby declare that **in case after receiving the supply order I/We am/are unable or fail to supply the quantity, for which I have submitted the bid, within the time stipulated by the purchaser for whatsoever reason, the purchaser shall have the right to cancel the supply order/terminate the contract agreement, reject the seeds to be supplied under the contract and also forfeit my/our performance security and I/We shall also be liable for other penal action as per provisions of the bidding document.**

Place:

Seal and Signature of the Bidder

Date :

Affix a passport size photograph of the bidder

Dated this day of 20 _____ (signature)(in the capacity of)



PRICE SCHEDULE

Quoted price for the item in Schedule No-
Ref. IFB No: _____

Total Price

Date: _____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-----------------------------|-------------------------------------|---------------|---|---------------------|--|---|---|---|-------------------------------|--|
| SL.No. | Description of Goods to be supplied | Specification | Quantity offered and physical unit | Unit price | Total price per line item [excluding taxes] (Col. 4 X 5) | Transportation Costs | Price for other services (e.g. Insurance Storage, etc.) required for delivery of the Goods to their final destination | Total Price per line item (Col. 6+7+8) | GST payable per item. | Total price including Taxes (9+10) (both in figure and word) |
| [insert number of the item] | [insert name of Good] | | [insert number of units to be supplied and name of the physical unit] | [insert unit price] | [insert total price per line item] | insert the corresponding price per line item] | [insert the corresponding price per line item] | insert the corresponding price per line item] | [insert total price per item] | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| Total Price | | | | | | | | | | |

(Name with Seal)

Duly authorized to sign Bid for and on behalf of the Bidder



SECTION -VIII
CONTRACT FORM



CONTRACT FORM

THIS AGREEMENT made theday of....., 20.... between.....and (Name of Purchaser) of(Address).....(Hereinafter called "the Purchaser") of one part and (Name of supplier) of.....(Address) (hereinafter called "the Supplier") of the other part: WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (Here in after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Bid Form and the Price Schedule submitted by the Bidder;
 - b) the Schedule of Requirements;
 - c) the Technical Specifications;
 - d) the General Conditions of Contract; and
 - e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

| Sl. no. | Brief description of goods and services | Quantity to be supplied | Unit Price | Total price | Delivery Terms |
|---------|---|-------------------------|------------|-------------|----------------|
| | | | | | |

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

said

said.....

(For the Purchaser)

(For the Supplier)

in the presence of:.....

in the presence of:.....



**SECTION IX: PERFORMANCE
SECURITY FORM**



PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS (Name of Supplier)
hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Notification of Award)
No..... dated,..... 20... to supply.....(Description
of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish
you with a Demand Draft by a recognized bank for the sum specified therein as security for
compliance with the Supplier's performance obligations in accordance with the Contract.

Whereas I am submitting herewith a D.D. of Rs..... D.D. No.....
Date Name of the bank

| | |
|--|--|
| Signature and Seal of bidder Date.....20.... Address:..... | |
|--|--|



SECTION -X
AUTHORIZATION FORM

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SECTION X

A. AUTHORIZATION FORM

From Seed Producers/Seed Growing Firms/Seed Marketing Companies in their letter head

No. _____ dated _____
To _____

Dear Sir:
IFB No.

We who are established and reputable Producer /Seed Growing Firm /of (*name and description of goods offered*) having production facility at (*complete address of the facilities*) do hereby authorize

a) M/s(*Name and address of Agent*) to submit a bid, and sign the contract with you for the goods manufactured by us against the above IFB for the quantity of----- (in Qtls)
No company or firm or individual other than M/s..... are authorized to bid, and conclude the contract for the above goods manufactured by us, against this specific IFB.

OR

b) The following firms are authorised to submit the bid (*In case multiple firms are authorized to submit bids*)

| Sl. No. | Name of the firm | Quantity authorized to bid (in Qtls) |
|---------|------------------|--------------------------------------|
| 1. | | |
| 2. | | |

1. The GST No. of the Firm (s) who has given the authorisation:
2. The GST No. of the Firm (s) to whom authorisation has been issued:.....

We hereby extend our full guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully

(Name)
(Name of Seed Producers/Seed Growing
Firms/Seed Marketing Companies)



CRITERIA FOR SUMMARARILY REJECTION SECTION XI:

Bids shall be summarily rejected if the following documents are not furnished or criteria are not fulfilled:

1. Bids submitted Late
2. Non submission of original hard copy of the technical bid or non-submission within the time prescribed (IFB 5).
3. Non submission of Power of Attorney or authorisation (IFB 5).
4. Authorisation certificate as per Section X.
5. Valid seed license
6. Non submission of Form A
7. Non submission of Bid Security as prescribed in the bid.
8. Demand Draft towards the Cost of Bid Document
9. Duly signed Bid form and price schedule provided in the bidding document.
10. Offered goods are not as per specification provided in the Bid.
11. Copy of the recommendation /Notification related to the item for which bid is submitted.
12. Quantity not quoted for atleast minimum 5 % of the estimated quantity as prescribed in the Bid
13. Bid validity not conforming to the provisions in the Bidding.
14. Non submission of Analysis Report as prescribed in this Bid Document.
15. Non submission of dealership/distributor certificate wherever applicable
16. Non submission of R & D Certificate.
17. Non submission of **Passport size photo**
18. **No Page Numbering and initial**
19. Non Submission of Trade license
20. Non submission of Location of the seed Production Farm
21. Non Submission of GST registration Certificate.
22. Non submission of Tie up / MOU Agreement/ Power of attorney
23. Non Submission of Literature/brochure of the company
24. Non submission Attested copy of Firm Registration Certificate.
25. Non submission of documents related to yield from institute/organisation under Govt. of India , Agriculture University.

FORM-A

(Varietal characteristics – Hybrid)

| Sl No. | Particulars | Details |
|--------|---|-------------------|
| 1. | Name of the crop | |
| 2. | Name of the Hybrid | |
| 3. | Whether notified for the State of Assam (Enclosed a copy) | |
| 4. | Year of release/notification (Notification No. And Date) | |
| 5. | Season and year of Seed production | |
| 6. | Duration (Seed to Seed) | |
| 7. | Yield (Qtls/Ha) | |
| 8. | Recommended spacing | |
| 9. | Recommended Seed Rate per Ha | |
| 10. | Pest/disease resistance/tolerance | |
| 11. | Whether drought tolerant | |
| 12. | Recommended Season | Kharif/Rabi/Sumer |
| 13. | Grain quality (Super fine/Fine/Medium/Coarse) | |
| 14. | Whether recommended for irrigated or rainfed condition or both | |
| 15. | Dos and Don'ts for optimum yield | |
| 16. | Morphological Characteristics (To be submit in a enclosed format) | |
| Sl No. | Particulars | Details |
| 1. | Name of the crop | |
| 2. | Name of the Hybrid | |
| 3. | Whether notified for the State of Assam (Enclosed a copy) | |
| 4. | Year of release/notification (Notification No. And Date) | |
| 5. | Season and year of Seed production | |
| 6. | Duration (Seed to Seed) | |
| 7. | Yield (Qtls/Ha) | |
| 8. | Recommended spacing | |
| 9. | Recommended Seed Rate per Ha | |
| 10. | Pest/disease resistance/tolerance | |
| 11. | Whether drought tolerant | |
| 12. | Recommended Season | Kharif/Rabi/Sumer |
| 13. | Grain quality (Super fine/Fine/Medium/Coarse) | |
| 14. | Whether recommended for irrigated or rainfed condition or both | |
| 15. | Dos and Don'ts for optimum yield | |
| 16. | Morphological Characteristics (To be submit in a enclosed format) | |

CHECKLIST FOR THE BIDDERS: The Bid is submitted for the following items:

A.

| Crop | Variety | Quantity(in qtl.) | Source of Authorisation |
|-------------|----------------|--------------------------|--------------------------------|
| | | | |
| | | | |
| | | | |

B.

| SL. NO. | Particulars | Page No. |
|----------------|--|-----------------|
| <u>1.</u> | Power of Attorney or authorisation (IFB 5). | |
| <u>2</u> | Authorisation certificate as per Section X. | |
| <u>3</u> | Valid seed license | |
| <u>4</u> | Printed Price list along with MRP | |
| <u>5</u> | Non submission of Form A | |
| <u>6</u> | Non submission of Bid Security. | |
| <u>7</u> | Demand Draft towards the Cost of Bid Document | |
| <u>8</u> | Duly signed Bid form and price schedule provided in the bidding document | |
| <u>9</u> | Power of Attorney or authorisation (IFB-5). | |
| <u>10</u> | Authorisation certificate as per Section X. | |
| <u>11</u> | Valid seed license | |
| <u>12</u> | Printed Price list along with MRP | |
| <u>13</u> | Non submission of Form A | |
| <u>14</u> | Non submission of Bid Security. | |
| <u>15</u> | Analysis report/quality testing report. | |
| <u>16</u> | Balance sheet of the last year. | |
| <u>17</u> | Submission of Trade license | |
| <u>18</u> | Location of the seed Production Farm | |
| <u>19</u> | Submission of GST registration Certificate. | |
| <u>20</u> | Tie up/ MOU Agreement/ Power of attorney | |
| <u>21</u> | Submission of Literature/brochure of the company | |
| <u>22</u> | Attested copy of Firm Registration Certificate/ | |
| <u>23</u> | Analysis report/quality testing report. | |
| <u>24</u> | Balance sheet of the last year. | |
| <u>25</u> | Submission of Trade license | |
| <u>26</u> | Location of the seed Production Farm | |
| <u>27</u> | R & D Certificate | |