

ASSAM SEEDS CORPORATION
LTD. KHANAPARA,
GUWAHATI-22

E-BIDDING DOCUMENT FOR

THE SUPPLY OF HYBRID VEGETABLE SEEDS (Group-C) for the year
2017-18

BID REFERENCE: ASC/Mkt-01/E-tender/2017-18/3070 dated 18/09/2017.

Phone- 0361-2330529; 0361- 2338472; Email: ascltdghy@yahoo.com



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 supply of HYBRID VEGETABLE SEEDS (Group-C) 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.

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>.

The bidders are required to submit - **(a)** original demand draft towards the cost of bid document and **(b)** original bid security in the form provided in the bidding document and **(c)** original Power of Attorney or Authorisation in the letter head of the organisation for signing the Bid along with **(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.

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

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



**Managing Director,
Assam Seed 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 Fixation Committee.**
- D. Date and time of opening of 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**

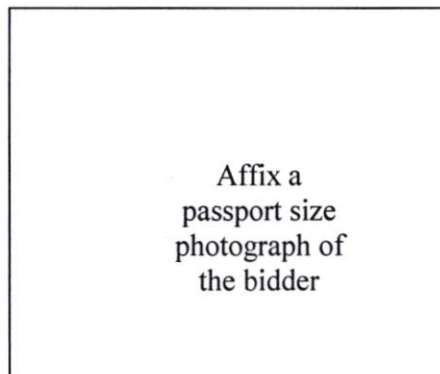
Declaration by the Bidder

- 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



SECTION-I
INVITATION FOR BIDS (IFB)

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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 supply of **HYBRID SEEDS OF VEGETABLES (Group-C)**. 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 organisation for signing the Bid along with (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.
6. Further, Both Technical Bid and Price 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 up to 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** by the authorized officers. If the office of the MD, Assam Seeds Corporation Ltd., Khanapara, Guwahati-22 happens to be closed on the date of opening of the bids as specified, 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 shall 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 Purchaser 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 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 and Business:

The Director of Agriculture/Director of Horticulture & Food Processing, Assam and different authorities of NE 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. **Moreover the e-procurement prices fixed shall also be applied for sale prices during retail sale in different ASC branches.**

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 –

Producer/Seed Growing Firm/Companies/ Firms having tie up/MOU agreement with producer/authorized dealer/distributor of Producer Company for this bidding process. In case of Firms having tie up agreement / MOU with producer/ dealer/distributor, will be required to submit original authorization from the Principal as above. *However, authorisation will not be accepted for more than two firms from a single source/ single principal. .*

Authorization from the above mentioned sources for more than one bidder will be accepted subject to maximum of two firms. *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 indicated in the Bid. Along with the authorisation letter the principal will also a copy of the sent mail to the MD ASC Ltd.*

However in the authorisation form, the principal must clearly indicate all the firms to whom it has issued the authorisation along with the quantity.

3. 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.

4. Content of Bidding Documents

a. The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids (Section-I), the following sections are included in the bidding documents:

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 and	:	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	:	Section XI

b. 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

5. 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 bidder or other bidders without identifying the source of request for clarification. Please note that clarification not related to this bidding document will not be responded.

6. 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.

7. 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) Demand Draft towards the Cost of Bid Document
- iv) Copy of Bid Security in accordance with the bidding document
- v) Seed license of the bidder
- vi) Copy of PAN Card issued by Income Tax Authorities in the name of bidder
- vii) Authorization Certificate from the Principal in case of Firms having tie-up agreement with Seed Producers/Seed Growing Firms/ Seed Marketing Companies/ **Authorized dealer**/distributor along with the copy of send 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 number 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 shall be made by the bidder 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 kg and FOR destination specified in the bid.

C. 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 organisation for signing the Bid along with the sealed sample of 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 of the sent mail from the Principal to the Purchaser.

D. Bid Form and Bid Prices:

(i) 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 taxes.

E. 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.

F. Currency: The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

8. 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 within the period for which the price to be fixed as per this bid document remain valid . 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 required to be duly authorized (as per authorization form given in Section-X) 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.

9. 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 (9.a to 9.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 for the following reasons:
 - (a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
 - (b) In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract in accordance with ITB Clause 26, or
 - (ii) To furnish performance security in accordance with ITB Clause 27.1

10. Period of Validity of Bids:

10.1 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.

10.2 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.

11. 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 to sign the bid or authorisation in the letter head of the organisation by the competent authority shall be indicated by written power-of-attorney accompanying the bid. 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

12. 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 Purchaser 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.
- c. A passport size photograph of the signatory of the bid shall be affixed on the Bid form.

13. 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.

14. Late Bids:

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, shall be summarily rejected.

15. 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. Purchaser 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.

16. Bid Opening and Evaluation of Bids:

a. The Purchaser will open all the technical bids, online, on 10th October 2017 at 12 Noon.

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.**

17. 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.

18. 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 without proper authorization from the producer (as specified in the Bid document) as per prescribed format or any other acceptable to the purchaser, 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 Finalisation 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 in the 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 of the signatory of the bid, an authorisation in the letter head of the organisation, Performance Security (ITB), Qualification Criteria (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.

19. 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, and compare the price bids of the technically qualified bidders which have been determined to be substantially responsive, pursuant to ITB Clauses in 18 for each item separately.

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

- a. Demand Draft towards the Cost of Bid Document
- b. Hard copy of the technical bid
- c. Duly signed Bid form and price schedule provided in the bidding document
- d. Bid Security with required validity and amount not submitted as per provision of the bid.

- e. Bid validity not conforming to the provisions in the Bidding
- f. Valid seed license with a copy of principal certificate
- g. Offered goods are not as per specification provided in the Bid.
- h. Non-submission of Analysis Report (All the lot of Hybrid seeds must have analysis report from Seed Testing Laboratory(s) under ASSCA. The analysis report must be from State Seed Testing Laboratory notified by the state government or from Central Seed Laboratory established by central government by notification. Analysis report from Assam State Seed Certification Agency shall be accepted).
- i. Authorization submitted is not in the prescribed format provided in the bid.
- j. **Scanned copy of the authenticated price list of the company. Dealer price will be considered as base price for that item for the particular company. The lowest responsive bidder within the range of lower 10% of MRP and highest range upto MRP. i.e. price below 10% of MRP and higher than MRP will not be accepted.**

In no case, the price quoted by the bidder will be more than MRP.

***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: The seed lot offered must be within the validity period of at least six months.
2. The technical evaluation shall be strictly based on the Criteria provided at Section-VI in the bidding document.
3. The assessment will inter alia take 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) Financial Bids of those bidders who have technically qualified.
- ii) **The bidder must quote the price for at least minimum 5% of the estimated quantity or else the bid shall be rejected.**

iii) Bidder will submit Scanned copy of the authenticated price list of the company indicating dealer price. The bid quoting less than 10% of the Dealer price and more than MRP will not be accepted. The lowest responsive bidder will be the one who quoted lowest price within this range.

Notwithstanding anything stated in this paragraph, no price of the bidder will be accepted if it is more than MRP. The MRP price will be specific against packing size by weight referred in the technical specification. The price list must be available in the respective company website.

iv) The Purchaser's evaluation of a bid prices will not take into account GST which will be payable on the goods if a contract is awarded to the Bidder, i.e. the bid prices of the technically qualified and responsive bidders shall be compared on the basis of prices quoted in Column-9 of the Price schedule.

v) 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.

vi) Bid will be evaluated crop wise and variety wise.

d. The list of successful and unsuccessful bidder after technical evaluation 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.

20. 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.

21. 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. Who has quoted the lowest evaluated bid price for the item (s). The lowest quoted price within the range (please refer Financial evaluation of Bid ; Clause iii) will be considered as the lowest evaluated bid price i.e.R-1. The bid will be evaluated crop wise and variety wise.

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

Note: 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 subsequent lowest responsive bidder shall be offered the opportunity for supplying the quantities for which he has submitted the bid but at the accepted price of the lowest bidder by the purchaser.

The process shall be repeated with the subsequent lowest responsive bidder (s) if they agreed to supply at the rate of lowest responsive bidder till the total quantity required is supplied.

22. 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. However, in case of increase in quantity the provisions stipulated at the Note under Para 21 above shall be applicable.

23. 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.

24. 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) 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.

25. 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 to cancel the Notification of award and take any other action as deemed fit and proper.

26. 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 of 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 to cancel the Notification of award and take any other action as deemed fit and proper.

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.

27. If the Bidder is blacklisted and have cases registered 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.

SECTION III: 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 following form:

Demand draft pay order drawn 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 or the premises of stock of 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 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)/a team notified by the purchasers or competent authority 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 termination of the contract and also the purchaser shall have the right to impose penalty as specified in this document

d) In case where samples are found substandards/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. Performance security will be forfeited .

ii. Purchaser shall have the right to take any or all other penal action against the supplier provided in this bid documents.

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./DAO/ ADO level . 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 presence of witness and delivery person.

5.8 Purchaser at any place during transportation of goods within the State may collect 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 be taken 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.

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: It is the responsibility of the supplier to obtain insurance and this cost will be included 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/e-permit.

- iii. Performance security will be released after the field report and in case of field report not being satisfactory, field sample testing will be taken into consideration to decide the matter.
- vi. Inspection certificate/ report wherever applicable.
- vii. Documents about the source of supply regarding purchase from that source.
- viii. Quality testing certificate / Laboratory test Report as specified in this document. Without quality testing certificates from the specified laboratory, no payment shall be made.
- ix. Any other relevant 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 from the indenting authority.

Xi Within 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 contained 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 without the application of liquidated damages.

11. Liquidated Damages: If the Supplier fails to deliver any part 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:

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

If the Supplier fails to perform any other obligation(s) under the Contract.

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.

16.5 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 GST as applicable as per rule,

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.
- d. All the seeds supplied by the supplier must be within the initial validity period.



SECTION IV: SCHEDULE OF REQUIREMENTS

Sl No.	Name of the seeds	Estimated quantity required (in kgs.)	Particulars
1	Tomato	157.00	Hybrid
2	Ridge Gourd	184.00	Hybrid
3	Cabbage	50.00	Hybrid
4	Pumpkin	207.00	Hybrid
5	Cauliflower	20.00	Hybrid
6	KnolKhol	20.00	Hybrid
7	Radish	50.00	Hybrid
8	Cucumber	198.00	Hybrid
9	Ladies Finger(OKRA)	662.00	Hybrid
10	Pea	100.00	Hybrid
11	French Bean	50.00	Hybrid
12	Bottle Gourd	50.00	Hybrid
13	Bitter Gourd	50.00	Hybrid
14	Chilli	232.00	Hybrid
15	Brinjal	237.00	Hybrid
16	Spinach	20.00	Hybrid
17	Capsicum	78.00	Hybrid
18	Watermelon	179.00	Hybrid
19	Coriander	100.00	Hybrid
20	Sponge Gourd	20.00	Hybrid
21	Ash Gourd	20.00	Hybrid
22	Bean (Cowpea)	50.00	Hybrid
23	Sweet corn	30.00	Hybrid
24	Carrot	50.00	Hybrid
25	Papaya	38.00	Hybrid
26	Beet Root	20.00	Hybrid
27	Broccoli	35.00	Hybrid
28	Musk Melon	10.00	Hybrid
29	Spine Gourd	20.00	Hybrid
30	Bhoot Jolokia	10.00	Local

SECTION V: TECHNICAL SPECIFICATION

Sl. No.	Name of the seeds	Specification		
		Particulars	Germination, Purity etc.	Packaging (In gm)
1	Tomato	Hybrid	As per Indian Minimum Seed Certification Standard.	10 , 50
2	Ridge Gourd	Hybrid	As per Indian Minimum Seed Certification Standard.	50,100
3	Cabbage	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
4	Pumpkin	Hybrid	As per Indian Minimum Seed Certification Standard.	50,100
5	Cauliflower	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
6	KnolKhol	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
7	Radish	Hybrid	As per Indian Minimum Seed Certification Standard.	10, 50
8	Cucumber	Hybrid	As per Indian Minimum Seed Certification Standard.	10, 50
9	Ladies Finger	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
10	Pea	Non treated with chemicals /HYV	As per Indian Minimum Seed Certification Standard.	500
11	French Bean	Hybrid	As per Indian Minimum Seed Certification Standard.	100
12	Bottle Gourd	Hybrid	As per Indian Minimum Seed Certification Standard.	100
13	Bitter Gourd	Hybrid	As per Indian Minimum Seed Certification Standard.	50
14	Chilli	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
15	Brinjal	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
16	Spinach	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
17	Capsicum	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
18	Watermelon	Hybrid	As per Indian Minimum Seed Certification Standard.	50
19	Coriander	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
20	Sponge Gourd	Hybrid	As per Indian Minimum Seed Certification Standard.	100
21	Ash Gourd	Hybrid	As per Indian Minimum Seed Certification Standard.	100
22	Bean (Cowpea)	Hybrid	As per Indian Minimum Seed Certification Standard.	100
23	Sweet corn	Hybrid	As per Indian Minimum Seed Certification Standard.	100

24	Carrot	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
25	Papaya, Hermaphrodite type	Hybrid	As per Indian Minimum Seed Certification Standard.	10, 50
26	Beet Root	Hybrid	As per Indian Minimum Seed Certification Standard.	10,50
27	Broccoli	Hybrid	As per Indian Minimum Seed Certification Standard.	10, 50
28	Musk Melon	Hybrid	As per Indian Minimum Seed Certification Standard.	50
29	Spine Gourd	Hybrid	As per Indian Minimum Seed Certification Standard.	50
30	Bhoot Jolokia	T/L Non Treated	As per Indian Minimum Seed Certification Standard.	10, 50



SECTION VI: 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 :**

- f) seeds must conform to that standard prescribed in the Indian Minimum Seed Certification Standard . Bidder shall submit relevant documents showing the standard.
- g) Information of the Seeds must be displayed on the container as per relevant laws/orders/rules/laws. Bidder shall submit relevant documents showing the standard.
- h) 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 Firm Registration Certificate/Company incorporation certificate in case of firm/company/Society

(E) **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.

(F) **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

Date :.....
Ref. IFB No :.....
TO: (Name and address of purchaser)

Gentlemen and/or Ladies:

Having examined the Bidding Documents against IFB [insert numbers], the receipt of the No 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)

(Name with Seal)

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



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 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

THIS AGREEMENT made the day of....., 20... Between of
(Name of Supplier)
(Name of Supplier)
 of..... *(Address)*
 of..... *(Address)*
 f
 (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)* (hereinafter 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 & 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:.....
 in the presence of:.....



SECTION IX: 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

<p>Signature and Seal of bidder Date.....20.... Address:.....</p>	
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SECTION X

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 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

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)

Section XI CRITERIA FOR SUMMARARILY REJECTION:

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 Bid Security.
7. Demand Draft towards the Cost of Bid Document
8. Duly signed Bid form, price schedule provided in the bidding document.
9. Offered goods are not as per specification provided in the Bid.
10. Quantity not quoted for atleast minimum 5 % of the estimated quantity as prescribed in the Bid
11. Non submission of copy of the Trade License.
12. Bid validity not conforming to the provisions in the Bidding.
13. Non submission of Analysis Report as prescribed in this Bid Document.
14. Declaration of the Bidder (Page 3).
15. Bid Security as prescribed.
16. Tie up wherever applicable.
17. The Hybrid seed lot offered must be within the validity period indicated.
18. Page numbers and initial in the Bid.
19. Submission of legal status, place of registration.
20. Principal place of business of the company or firm or partnership, *etc.*
21. Precise location of the seed Production Farm
22. Bankers certificate showing financial soundness
23. Firm registration certificate
24. Duly attested copy of Trade license
25. GST registration
26. Firm Registration Certificate/Company incorporation certificate in case of Firm/company/Society
27. List of Co producer and Tie up wherever applicable
28. In case of Hybrid Vegetables, seeds performance report issued by the competent authority like ICAR, IARI, SAU required to be submitted
29. Research and Development Centre (R&D Centre) in house unit certificate issued by competent authority.
30. Literature/brochure of the company should be enclosed which also specified the quality/sowing period *etc*

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

A.

<u>Crop</u>	<u>Variety</u>	<u>Quantity (in qtl.)</u>	<u>Source of Authorisation</u>

B.

<u>SL. NO</u>	<u>Particulars</u>	<u>Page No.</u>
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 Bid Security.	
7	Demand Draft towards the Cost of Bid Document	
8	Duly signed Bid form, price schedule provided in the bidding document.	
9	Offered goods are not as per specification provided in the Bid.	
10	Quantity not quoted for atleast minimum 5 % of the estimated quantity as prescribed in the Bid	
11	Non submission of copy of the Trade License.	
12	Bid validity not conforming to the provisions in the Bidding.	
13	Non submission of Analysis Report as prescribed in this Bid Document.	
14	Declaration of the Bidder (Page 3).	
15	Bid Security as prescribed.	
16	Tie up wherever applicable.	
17	The Hybrid seed lot offered must be within the validity period indicated.	
18	Declaration of the Bidder (Page 3).	
19	Submission of legal status, place of registration.	
20	Principal place of business of the company or firm or partnership, etc.	
21	Precise location of the seed Production Farm	
22	Balance sheet for the last year.	
23	Bankers certificate showing financial soundness.	
24	Firm registration certificate	
25	Duly attested copy of Trade license	
26	GST registration	
27	Firm Registration Certificate/Company incorporation certificate in case of Firm/company/Society	
28	List of Co producer and Tie up wherever applicable	
29	In case of Hybrid Vegetables, seeds performance report issued by the competent authority like ICAR, IARI, SAU required to be submitted.	
30	Research and Development Centre (R&D Centre) in house unit certificate issued by competent authority.	
31	Literature/brochure of the company should be enclosed which also specified the quality/sowing period etc	