

**E- procurement of**  
**Certified Seeds & Truthfully Labelled Seeds**  
**by Assam Seeds Corporation Ltd.**  
**Khanapara, Ghy-22**  
**For The Year 2018-19, 2019-20**  
**Group- A (i)**

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*05/02/19*

**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 Certified & Truthfully Labelled Seeds [Group- A(i)] 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: **6<sup>th</sup> February, 2019**

**Availability of Bid Documents and mode of submission:** The bid document is available online from **6<sup>th</sup> February, 2019 at 12.00 PM** 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: **26<sup>th</sup> February, 2019 till 3p.m.**

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

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

  
05/02/19

**ASSAM SEEDS CORPORATION LTD.**  
**Khanapara, Ghy-22**

**Bidding document for supply of Certified & Truthfully Labelled Seeds**

**Bid reference:**

- A. Date of commencement of submission of Bid Document: **6<sup>th</sup> February, 2019.**
- B. Last date for submission of Bidding document: **26<sup>th</sup> February, 2019.**
- C. Validity of the quoted price of the tender: **to be fixed by the Departmental Bid Committee.**
- D. Date and time of opening of technical Bid: **26<sup>th</sup> February, 2019 at 3 PM**
- 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- **asc ltdghy@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

*Handwritten signature and date: 05/02/19*

**SECTION-I**  
**INVITATION FOR BIDS (IFB)**

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05/02/19

**ASSAM SEEDS CORPORATION LTD.**  
**KHANAPARA, GUWAHATI-22**

**E-BIDDING DOCUMENT FOR THE SUPPLY OF CERTIFIED SEEDS: GROUP-A(i)**

**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 Certified & Truthfully Labelled Seeds [Group-A(i)]. 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: 6<sup>th</sup> February, 2019.**
3. **Cost of Bidding Document:** Rs. 3000/- (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 (c) original Power of Attorney for signing the Bid or Authorisation in the letterhead of the firm and (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. Original authorisation letter from the Principal along with the print copy of the Principal. Note: "If a seed producing company participates in the bid, then that participating company cannot authorise other firms to participate on their behalf."
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: 26<sup>th</sup> February, 2019 till 3 PM.** 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 **26<sup>th</sup> February, 2019 at 3 PM** 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 and venue. 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 **365 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 of price finalisation by the Departmental Bid Committee or finalisation of next approved rate, whichever is earlier.
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](mailto:ascltdghy@yahoo.com)

## SECTION-II

### INSTRUCTIONS TO BIDDER (ITB)

**Source of Funds:** 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 which this invitation for Bid is issued. **Moreover the e-procurement prices fixed shall be applied for retail sale of seeds in different ASC branches.**

The purchase to be made from the responsive bidder under this tender will be done only after:

- a) The supply of the seeds produced by ASC Ltd. in its own farms,
- b) Seeds produced under Seed Village Scheme under ASSCA and ASC Ltd., and
- c) From the intending Bidders having tie-up with the registered growers under Buy Back. In this Buyback programme, the list of the farmers registered under ASSCA must be submitted to ASC Ltd. The rate of these seeds will be the rate of the seed fixed under this tender. And in case of non availability of rate of seeds that are available with the source mentioned above, the rate will be finalised by the Price Finalisation Committee. The award criteria will be based on the chronology (highest to lowest) of quantity quoted by the Bidder.

**Note:** Bidders having tie up/ agreement with the local registered under ASSCA need to mention the required document as specified in the bid in a separate heading under the head "Source from Registered Growers".

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

**2. Eligible Bidders:** The following class of bidders shall be eligible for the purpose of this Bid:

- a) Seed Producers/Seed Growing Firms
- b) Authorized dealers or distributors of Seed Producers/Seed Growing Firms
- c) Seed Marketing Companies having tie up/ MOU with the grower,
- d) Firms having tie-up/ MOU agreement with Seed Producers/Seed Growing Firms/Seed Marketing Companies having tie up/MOU with the growers.

*In case of **Firms** having tie-up agreement with Seed Producers/Seed Growing Firms/ Seed Marketing Companies having tie up/ MOU with the growers they shall be required to submit authorization from the Principal **or else their bids will be summarily rejected.** A seeds producer/ seed growing firms/ seeds marketing companies having tie up/ MOU can authorise not more than three firms i.e. authorisation for more than three firms will not be accepted.*

*In case of **authorized dealer/distributor** of Seed Producers/Seed Growing Firms/ Seed Marketing Companies having tie up/MOU with the growers 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 indicated in the Bid. Along with the authorisation letter the Principal will also send a copy of the sent mail to the MD ASC Ltd. in the email id [ascltdghy@yahoo.com](mailto:ascltdghy@yahoo.com)*

*In this regard authorization from the above mentioned sources for more than one bidder will be accepted subject to maximum of three 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 authorised to each bidder.*

*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.

**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 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	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 and the other 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.

**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.

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## 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 Assamese Language in which case as applicable, for purposes of interpretation of the Bid, the translation shall govern.

c) **TECHNICAL:**

### 1. Seeds

i) **Source of Seeds:** The bidder shall declare the source of seeds. For the purpose of this bid, producer of certified seeds means a person/organisation that grows and distributes certified seed in accordance with the procedures and standard of the certification. The bidder must submit certificates in this regard from a Certified Seed Producer / Distributor/Certification Agency. In all these cases, name of the Certification Agency will be required.

ii) **Validity Period:** The seed lot offered must be within the validity period of first validity period of initial certification. No seeds shall be accepted which is subject to extension of validity period. Revalidated Seeds shall not be accepted. Seeds should be duly certified by State Certification Agency(ies).

### iii) **Seed Standard: Certified & truthfully labelled Seeds**

With respect to any seed of any notified kind or variety as specified in the Seeds Act / Indian Minimum Seed Certification Standard, seeds must conform to the standard prescribed in the Indian Minimum Seed Certification Standard.

In case of truthfully labelled Seeds, if Indian Minimum Seed Certification Standard has provided certification standard for that kind or variety, seeds shall be accepted only of that standard. If the standards are not provided in the Indian Minimum Seed Standard, in that case the Certificates related to germination and purity of the offered product shall be submitted by the bidder.

### 2. Packaging

i) Seeds should be packed in standard bags duly affixing the Seed Certification Agency's relevant tag for the class of the seeds and must clearly be marked as "SEEDS NOT FOR SALE".

ii) In case of truthfully labelled seeds, parameters contained in the Minimum Seed Certification Standard like germination, purity etc must be clearly declared in the bag.

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

- The container of the Seed must bear in the prescribed manner, the mark or label containing the correct particulars thereof, specified under Clause (b) of Section 6 Seeds Act, 1966.
- For assorted packet, the packet must contain the name of the crop/variety/both crop and variety no./lot No./Germination percentage/ Date of packing/ Name of the company *etc.* and master packet must be sealed in order. Each assortment packet should display the name and image of the item and should bear the visible mark "ASC Ltd." and "Seeds of Departmental Programme, Not for Sale".

iv) To treat the seed before sowing by the user, the chemical calculated at recommended dose shall be kept in separate 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;

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- 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 and similarly toxic substances shall be the word 'POISON' which shall be in type size, prominently displayed on the label in the red.

d) 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:

- 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,
- A passport size photograph of the signatory of the bid.
- The Bidder shall initial and number each and every pages of the Bid Document.
- Demand Draft towards the Cost of Bid Document.
- Copy of Bid Security in accordance with the bidding document.
- Copy of PAN Card issued by Income Tax Authorities in the name of bidder.
- Authorization Certificate from the Principal along with the copy of the sent mail from Principal in case of Firms having tie-up agreement with Seed Producers/Seed Growing Firms/ Seed Marketing Companies having tie-up /MOU with growers/ authorized dealer/distributor as per authorization form given in **Section-X** by the producer). Principal shall send a mail to the email id of ASC Ltd. ([ascltd@yahoo.com](mailto:ascltd@yahoo.com) )
- In case of truthfully labelled Seeds, if Indian Minimum Seed Certification Standard has provided certification standard for that kind or variety, seeds shall be accepted only of that standard. If the standards are not provided in the Indian Minimum Seed Standard, in that case the Certificates related to germination and purity of the offered product should be submitted by the bidder.
- Documentary evidence to establish that the goods and ancillary services to be supplied by the Bidder are in conformity to the terms and conditions of the bidding documents;
- Detailed documentary evidence to establish bidder source and capabilities.
- Lot wise sample to be supplied by the suppliers shall be submitted at the time of receipt of the work order.
- 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
- All other documents as specified in the bidding document.
- Audited Balance Sheet for the last financial year i.e. 2017-18.

**Note:** Bidders are advised to scan their aforementioned documents at 100 dpi (in Gray scale 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.

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(B) **Financial Bid:**

1. 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 quintal and FOR destination specified in the bid.*

e) **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 (c) original Power of Attorney and Authorisation in the letter head of the organisation for signing the Bid. (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 Principal.

f) **Bid Form and Bid Prices:** 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, excl. all direct expenses thereto *i.e.* transportation, insurance and storage *etc.*
- All direct expenses thereto *i.e.* transportation, insurance and storage *etc.*
- Total price per line item [excluding taxes],
- A self-attested Photostat copy of the GST Registration Certificate, and
- The total price including Taxes.

g) **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.

h) **Currency:** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupee.

**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**. 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.*

## 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 bidder shall submit the bid security separately for each crop.
- c) The bid security, in Indian Rupees, shall be in the form of **Term Deposit/Call Deposit/ Fixed Deposit** duly pledged in favour of '**Managing Director, Assam Seeds Corporation Ltd**' payable at Guwahati.
- d) The Original of the Bid Security shall be submitted as mentioned in the IFB.
- e) The Bid Security must remain valid for a period of **365** days beyond any period of extension subsequently requested by the purchaser.
- f) **Any bid not secured in accordance the above (9.a to 9.d) shall be rejected by the Purchaser as non-responsive.**
- g) 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.
- h) The successful Bidder's bid security will be discharged on the event of finalisation of the contract(s).
- i) **The bid security may be forfeited and will be blacklisted by name of the proprietor of the firm for a period of 5 years:**
- (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 24**, and
  - (iii) Fails to furnish performance security in accordance with **ITB Clause 25.a**

## 10. Period of Validity of Bids

10.1 Bids shall remain valid for **365** days after the deadline for submission of bids prescribed by the Purchaser. **Bid security offered for a shorter period shall render the bid as non responsive by the purchaser.**

## 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 shall be indicated by written power-of-attorney or in the letterhead of the organisation by the competent authority 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. **Bids using white fluid shall 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.

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### **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 not 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 hardcopy of the Bid 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 **13<sup>th</sup> January 2019 at 12 PM.**
- b) Financial Bids of the bidders whose bids are found to be technically qualified only will be opened online at a later date to be notified by the purchaser. The purchaser will inform the time for opening financial bid to the technically qualified bidders through the website <https://assamtenders.gov.in>
- c) In the event of the specified date of online Bid opening being declared a holiday, the Bids shall be opened at the appointed time on the next working day.
- d) No bid shall be rejected at the time of bid opening, except for late bids as per relevant clause of **ITB Clause 13.a.**
- e) **Bids that are not submitted through the e-tendering system along with hard-copy of the technical bid and not opened online shall not be considered further for evaluation, irrespective of the circumstances.**

**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 from Agents/ Dealer, 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.**

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c) **The Departmental Bid 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 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 letterhead of the signatory of the bid, 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 there after 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:

- i) Demand Draft towards the Cost of Bid Document
- ii) Hard copy of the technical Bid
- iii) Duly signed Bid form and price schedule provided in the bidding document
- iv) Bid Security with required validity and amount not submitted as per provision of the bid.
- v) Bid validity not conforming to the provisions in the Bidding.
- vi) Valid seed license with a copy of principal certificate.
- vii) Offered goods are not as per specification provided in the Bid.
- viii) Unit price to be quoted excluding transportation cost.
- ix) Transportation cost to be quoted separately as shown in the price schedule.
- x) Analysis report of the lot to be supplied by the supplier shall be submitted at the time of receipt of the work order.
- xi) Authorisation submitted is not in the prescribed format provided in the Bid.
- xii) Seed Directory not as specified in the Bidding document.
- xiii) **For each variety the Bidder must quote a minimum of 10% of the total estimated quantity of crop mentioned in the Schedule of Requirement but the cumulative quantity must come to a minimum of 30% of the total quantity of crop. The criteria of quoting minimum 30% quantity must be fulfilled in any case, i.e. if a bidder quotes for only one variety under a particular crop, he should quote for at least 30% of the estimated quantity of that crop mentioned in the Schedule of Requirement and if he quotes for more than one variety under a particular crop then the cumulative quantity should be minimum of 30% of the quantity mentioned in the schedule of requirement.**
- xiv) Audited Balance Sheet for the last Financial Year i.e. 2017-18

\*\*\*During evaluation of the bid, the purchaser at his own discretion may ask for clarification or cross verify from the source or point of reference given by the bidder. If no response is 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:

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**(A) Technical Evaluation of Bids:**

i) **Validity Period of Seeds:** The seed lot offered must be within the validity period of first validity period of initial certification. No seeds shall be accepted which is subject to extension of validity period. Revalidated Seeds shall not be accepted. Seeds should be duly certified by State Certification Agency or in case of TL Seed must be self certified by the producer along with Test Report of the Certifying agency. Bids not conforming to this provision shall be rejected and shall not be evaluated technically.

ii) **The technical evaluation shall be strictly based on the Criteria specified in the bidding document.**

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 qualified technically.

ii) **For each variety the Bidder must quote a minimum of 10% of the total estimated quantity of crop mentioned in the Schedule of Requirement but the cumulative quantity must come to a minimum of 30% of the total quantity of crop. The criteria of quoting minimum 30% quantity must be fulfilled in any case, i.e. if a bidder quotes for only one variety under a particular crop, he should quote for at least 30% of the estimated quantity of that crop mentioned in the Schedule of Requirement and if he quotes for more than one variety under a particular crop then the cumulative quantity should be minimum of 30% of the quantity mentioned in the schedule of requirement.**

iii) **The purchaser shall accept the quoted price of the lowest responsive bidder as accepted price for that item. The price will be determined item wise i.e. variety wise.**

iv) The Purchaser's evaluation of a bid prices will **not** take into account GST 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. 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.**

**Note:** In any case if price quoted by the bidder is detected to be unreasonably low or high, the Price Finalisation committee reserves the right to adopt mechanism as deem fit to determine the reasonable price. The Bidder with low prices detected by the Purchaser may forfeit the EMD.

**20. Contacting the Purchaser**

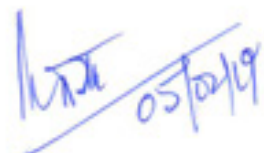
a) No Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.

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) **The purchaser shall accept the quoted price of the lowest responsive bidder as accepted price for that item. The price will be determined item wise i.e. variety wise.**

b) **At the time of issuing order, a copy will be sent to the source of supply i.e. from the firm from whom the authorisation is taken.**

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**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 next 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.

c) Before issue of award, purchaser at his own discretion may send a team of officials constituted by the Director of Agriculture to visit the source of supply to determine the availability of quoted quantity.

d) Before issue of award the purchaser will determine the validity of the seed as indicated in the seed directory. In case of eligible bidder if the period of validity is already over, than they will have to submit fresh seed directory along with seed analysis report with required validity along with the following information/ documents amongst others i.e. source of seeds/ quantity/ analysis report/ lot number /MOU etc. if the purchaser is satisfied about the validity and genuineness of the seeds than he will proceed with the other procedures as per bid document.

**22. a. 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 Clause 21 above shall be applicable.

**22. b. Exhaustion of Stock/Non availability of variety with ASC Ltd. as required by the Indenting Authority:**

A. In case of exhaustion of quoted stock in the tender, the source of seeds for ASC Ltd. for supply of seeds may be the following:

- i) Undertakings under the State Govt of different states including Assam having MOU with the ASC Ltd.
- ii) Central Govt. organisation or undertakings like National Seeds Corporation Ltd. NAFED etc. after having an MOU with the organisation(s)

In the above mentioned cases {**Clause 22 b (i) and (ii)**}:

- a) The rate of supply will be the rate fixed under this tender.
- b) The preference for purchase from this organisation will be in the following order:
  1. Undertakings under Central Govt.
  2. Undertakings under different state govt.

B. If the requirement of seed is more even after exploration of all the possibilities stated in **Clause 22.b. A.(i) and (ii)**- The responsive bidder of the tender shall be offered as per the order indicated in the award criteria on submission of required relevant documents and necessary stock verification (if need arises) on satisfaction to the Purchaser or his representative.

C. Even after exploring all the possibilities of source if a particular variety is not available, the Purchaser may go for retendering including tendering by Short notice depending upon the circumstances.

**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. 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.**

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## **25. Notification of Award**

- a) The Purchaser will notify the successful bidder(s) in writing by registered letter or by email or fax, or SMS that its bid has been accepted.
- b) As soon as the successful bidder receives the notification, the successful bidders who are willing to supply at L1 rate, have to give an undertaking to the Purchaser stating the confirmation of supply of their quoted quantity at the L1 price. Non submission of the undertaking would lead to cancellation of the contract i.e. bidders though successful, no work order would be issued as non submission of the undertaking would mean unwillingness of supplying the goods at L1 rate. And if the Bidder(s) after submission of the undertaking does not execute the order, the Purchaser reserves the right to take any penal action under IPC and any other action as deemed fit and proper as specified in the bid .”
- c) .”
- d) In case of unsuccessful bidders the purchaser will inform the bidders the reason of their non responsiveness.
- e) 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.

## **26. 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 27.a**, or else the purchaser reserves the right to cancel the Notification of award and take any other action as deemed fit and proper.

## **27. Performance Security**

- a) The Supplier shall submit the Performance security in the form of Demand Draft (DD) payable to the Managing Director, ASC Ltd., at Guwahati @ 5% of the contract value within 7 days from the date of receiving the notification of Award from the Purchaser. The Supplier shall furnish Performance Security to the Purchaser in the form Performance Security provided in the **Section IX** of the bidding documents, or else the purchaser reserves the right to cancel the Notification of award and take any other action as deemed fit and proper as specified in the bid.
- b) Failure of the successful bidder to furnish the performance security as per ITB **Clause 27.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.

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## 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 The Supplier shall submit the Performance security in the form of Demand Draft (DD) payable to the Managing Director, ASC Ltd., at Guwahati @ 5% of the contract value within 7 days from the date of receiving the notification of Award from the Purchaser. The Supplier shall furnish Performance Security to the Purchaser in the form Performance Security provided in the **Section IX** of the bidding documents, or else the purchaser reserves the right to cancel the Notification of award and take any other action as deemed fit and proper as specified in the bid.
  - 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. The Purchaser may request the bidder to extend the term of Demand Draft as and when necessity arises till the performance of the bidder is completed.
  - 4.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier after successful harvesting of crop as well as the 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/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 representatives 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 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.

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 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 as per 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% lost yield due to seeds supplied by the concern bidders.**

5.5 Quality testing of the seed sample will be performed through ASSCA.

5.6 During the period of stocking of the seeds at ASC Ltd./DAO/ ADO level the respective DAO in consultation with Branch Manager of ASC Ltd will arrange for collection of samples by ADO. Samples will be drawn by ADO in front of witness and delivery person.

5.7 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 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.

## **7. Delivery and Transportation**

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 for the transit of the goods and hence shall be included in the related cost in the Financial Bid.

**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/DAO 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) Quality testing certificate / Laboratory test Report of the goods supplied that are supplied mentioning the lot no. in the test report. Without quality testing certificates from the specified laboratory, no payment shall be made. Service sample test report submitted at the time of bid submission shall not be accepted at the time of payment.

iv) In case of Certified Seeds, a list showing the lot number allotted by the Seed Certification Agency against the quantity supplied.

v) Documents establishing the source of procurement to the satisfaction of the purchaser.

vi) Registration Certificate of the goods carrier/self-attested copy of relevant document downloaded from VAHAN App need to be submitted.

vii) **Any other relevant document in connection with the release of payment.**

viii) 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.**

**10 After receipt of the fund from the indenting authority, the payment will be made to the supplier after receipt of all necessary documents about delivery for payment.**

## **11 Delays in the Supplier's Performance:**

**11.1** 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.

**11.2** 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 the Purchaser shall bring it to the notice of Indenting Authority for consideration. **Notwithstanding anything contained in the bidding document, if the delay is beyond the recommended sowing time, then no extension shall be made.** Sowing time referred in the package of practices by AAU will be taken as base.

**11.3** 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.

## **12. Liquidated Damages:**

a) If the Supplier fails to deliver 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.

b) In case of short supply of specified goods as per supply order, the Purchaser shall deduct a maximum of 14% of the short supplied amount from the billed amount/performance security.

### 13. Termination for Default

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

- a) If the Supplier fails to deliver 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.

13.2. 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.

### 14. Force Majeure

14.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's 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.

14.2. 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 restricted movements of vehicles, fires, floods, epidemics, and quarantine restrictions.

14.3. 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.

15. **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.

### 16. Termination for Convenience:

16.1. 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.

16.2. 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.

## 17. Settlement of Disputes

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

18. **Taxes and Duties:** GST will be applicable as per rule.

## 19. Fraud and Corruption

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

a) "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;

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

c) "Collusive practice" means a scheme of 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;

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

c) All the seeds supplied by the supplier must be within the initial validity period.

d) Assam Seeds Corporation Ltd. reserves the right to non placement of indents regarding procurement of seeds for the crops and mentioned variety valid reasons.

*Handwritten signature and date:*  
Date 05/02/19

**SECTION-IV**  
**SCHEDULE OF REQUIREMENT**

<b><u>SCHEDULE OF REQUIREMENT</u></b>			
Sl. No.	Name of Seed	Type of Seed	Total estimated quantity (qt.)
1	Paddy	Certified	70000.00
2	Red Rice	Local	3000.00
3	Joha Rice	Local	3000.00
4	Black Rice	Local	3000.00
5	Maize (Composite)	Certified	10000.00
6	Maize Fodder	Certified	15000.00
7	Oat	Certified	10000.00
8	Oat (Fodder)	Certified	15000.00
9	Black gram	Certified	20000.00
10	Green gram	Certified	10000.00
11	Soybean	Certified	10000.00
12	Sunflower	Certified	3000.00
13	Ground nut	Certified	20000.00
14	Cotton	Certified	5000.00
15	Jute	Certified	10000.00
16	Dhaincha	T/L	10000.00
17	Sunhemp	T/L	2000.00

*16/5/19*  
*05/02/19*

## SECTION-V

### TECHNICAL SPECIFICATIONS

Sl. No.	Name of Seed	Type of Seed	Specification
1	Paddy	Certified	<ul style="list-style-type: none"> <li>➤ Any variety included in the package of practices (2015) published by Directorate of Agriculture and Assam Agricultural University (AAU) or any other variety notified /recommended for Assam, North Eastern states/ Zone III by the Competent Authority but should not be more than 10 years old.</li> <li>➤ Standard as prescribed in the Indian Minimum Seed Certification Standard.</li> </ul>
2	Red Rice	T/L Var. Amona Bao	➤ Variety will not be treated with chemicals.
3	Joha Rice	T/L Var. Kunkuni Joha	➤ Variety will not be treated with chemicals.
4	Black Rice	T/L	➤ Variety will not be treated with chemicals.
5	Maize	Certified	<ul style="list-style-type: none"> <li>➤ Any variety included in the package of practices (2015) published by Directorate of Agriculture and Assam Agricultural University (AAU) or any other variety notified /recommended for Assam, North Eastern states/ Zone III by the Competent Authority but should not be more than 10 years old.</li> <li>➤ Standard as prescribed in the Indian Minimum Seed Certification Standard.</li> </ul>
6	Oat	Certified	
7	Black gram	Certified	
8	Green gram	Certified	
9	Soybean	Certified	
10	Sunflower	Certified	
11	Ground nut	Certified	
12	Cotton	Certified	
13	Jute	Certified	
14	Dhaincha	T/L	
15	Sunhemp	T/L	

*[Handwritten Signature]*  
05/12/19



## SECTION -VI

### QUALIFICATION CRITERIA

**Financial Status:** The Bidder will submit balance sheet of the last financial year i.e. 2017-18.

#### **A. General Qualification:-**

- (a) **The bidder must quote the price of at least minimum quantity as prescribed in the Bid.**
- (b) **Bids shall accompany the following information:-**
  - (i) Copies of, documents showing place of registration and location of processing plant of the company or firm or partnership *etc.*
  - (ii) The bidder shall declare the precise location of the seed Production Farm where the seeds will be produced/already produced.
  - (iii) A report on the financial standing of the bidder with documents such as audited balance sheet for the year 2017-18 and auditor's report for the last year if the bidder is in business.
  - (iv) Bankers certificate showing financial soundness.

#### **B. Special Qualification-**

1. **The supplied item must be as per specification specified in this bidding document.**
2. Any product offered must be backed by literature/brochure supporting the quality/ technical information etc of the product if any.
3. Valid seed license with principal certificate.
4. Attested copy of valid agreement/ authorization for distribution or sale.
5. Original Seed Directory of the crop variety for which rates are quoted along with tie-up agreement of the producers.
6. Duly attested copy of Trade license and firm registration certificate.
7. An attested copy of the passport size photo graph of the signatory of the tender shall have to be affixed in the bid.

#### **C. Seeds-**

1. **Source of Seeds:** The bidder shall declare the source of seeds, for the purpose of this bid, certified seeds means a person/organisation that grows / grows and distribute certified seed in accordance with the procedures and standard of the certification. The bidder must submit certificates in this regard from a Certified Seed Producer / Distributor/ Certification Agency. In all these cases, name of the Certification Agency will be required.
2. **Validity Period:** The seed lot offered must be within the validity period of first validity period of initial certification. No seeds shall be accepted which is subject to extension of validity period. Revalidated Seeds shall not be accepted. Seeds should be duly certified by State Certification Agency.
3. **Seed Standard:**
  - i) *Certified & truthfully labelled Seeds*
    - a) With respect to any seed of any notified kind or variety as specified in the Seeds Act / Indian Minimum Seed Certification Standard, Seeds must conform to the standard prescribed in the Indian Minimum Seed Certification Standard.
    - b) In case of truthfully labelled Seeds, if Indian Minimum Seed Certification Standard provided certification standard for that kind or variety, seeds shall be accepted only of that standard. If the standards are not provided in the Indian Minimum Seed Standard, in that case the Certificates related to germination and purity of the offered product shall be submitted by the bidder.

#### **D. Documents Required:**

- a) Name of the Seed Certification Agency under whose guidance production programme was under taken.
- b) In case of truthfully labelled seeds, a list containing sources of producers with quantity will be required.

- c) Bidder shall submit attested copy of Licence to carry out the business on seeds for sale & stock.
- d) Bidder shall specify the name of Certification Agency that certify the seeds to be supplied.
- e) In case of certified seeds, Bidder shall submit the following information which shall be related to quantity to be supplied under this bid.
  - i) Certificates from seed Certification Agency containing information of Growers list with area registered and Expected production in case of programme which is not completed at the time of submission of bids (This is required only for the variety which the bidder has submitted the bids), or
  - ii) Certificates from Seed Certification Agency containing information of Area registered & certified with Quantity of production Certified in case where programme is already completed. (This is required only for the variety which the bidder has submitted the bids).
  - iii) In both these cases Bidder of certified seeds **shall submit a list of Lot Numbers/Allotted Number with quantity in the lot for the kind / class or variety of seeds for which bidder has submitted bids** duly certified by certification agency.
  - iv) In respect of standing crops, required documents shall have to be produced immediately after elapse of dormancy period from harvesting. Required documents are to be submitted from State Seeds Certification Agency(ies).
- f) Attested copy of Firm Registration Certificate/Company incorporation certificate in case of firm/company/Society
- g) List of Co producer and Tie up/ MOU wherever applicable
- h) Attested copy of License in Form B, *Le.* License to carry on the business of a dealer in seeds

#### **E. Analysis Report:**

- a) All the lot of truthfully label seeds must have analysis report from Seed Testing Laboratory(s) under ASSCA while making claim from payment by the supplier.
- b) In case of certified seeds, 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.
- 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 Purchaser reserve the right to change for storage and other expenditure involved if any for rejected material.

#### **F. Packaging**

- a) Seeds should be packed in standard bags duly affixing the Seed certification Agency relevant tag for the class of the seeds and must clearly marked as "Seeds not for sale".
- b) Seeds should be packed in standard package with label of prescribed information and should with the information :
  - (a) The container of the Seed bears in the prescribed manner, the make or label containing the correct particulars thereof, specified under clause (b) of section 6 Seeds Act, 1966
  - (b) For assorted packet, the packet must contain the name of the crop/variety/bath no/lot No/Germination percentage /date of packing, name of the company etc. And muster packet must be sealed in order. Each assortment should contain the name of the seeds contained inside and packet must be pictorial. The assorted packet should bear the visible mark "Department of Agriculture" and "Seeds of Departmental Programme, Not for Sale".
- (c) 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:
  - i) A statement indicating that the seeds have been treated;
  - ii) The commonly accepted chemical or abbreviated chemical name of the applied substance;
 and

- iii) 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 and similarly toxic substances shall be the word 'POISON' which shall be in type size, prominently displayed on the label in the red.

**G. Information on Processing:** Information on processing plant with the following:

- a) Registration number of the processing plant,
- b) Date of Registration,
- c) Address of the place located.
- d) Attested copy of Registration number of processing plant

**H. Other Conditions :**

- a. The successful 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. Purchaser has the right to verify any source of seeds / distribution and quantity and quality at any point of time.
- c. Bidder shall quote rate per quintal (Including GST) and FOR destination specified in the bid.
- d. All the seeds supplied by the supplier must be within the initial validity period.

A handwritten signature in blue ink, possibly reading 'K. S. S.', is written over the date '05/04/19'.

**SECTION VII**  
**BID FORM**  
**AND**  
**PRICE SCHEDULE FORM**

*hisa*  
*05/02/19*

**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.....*[insert numbers]*, the receipt of the IFB No..... which is 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) .....(year) 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:**

**Date :**

**Seal and Signature of the Bidder**

**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
Sl. No.	Description of Goods to be supplied	Specification	Quantity offered and physical unit	Unit price	Transportation cost and price for other services like Insurance Storage, etc. required for delivery of the Goods to their final destination	Total price per line item [excluding Taxes and including transportation cost price for other services like Insurance Storage, etc. required for delivery of the Goods to their final destination ] (Col. 4 X 5+6)	GST payable per Item.	Total price Including Taxes (7+8) (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 total price per item]
1	2	3	4	5		6	10	11

(Name with Seal)

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

*[Handwritten Signature]*  
05/02/19

**SECTION-VIII**  
**CONTRACT FORM**

*lma*  

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*05/2019*

**CONTRACT FORM**

**THIS AGREEMENT** made the day of....., 20..... Between.....  
... *(Name of the purchaser)* ..... *(Address)* ( hereinafter called "the Purchaser") of the 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)*  
(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 .....  
(For the Purchaser)

said .....  
(For the Supplier)

in the presence of:.....

in the presence of:.....



**SECTION- IX**  
**PERFORMANCE SECURITY FORM**

*hwa*  
*05/09/19*

**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:..... .....	
--	--

*Handwritten signature and date*  
05/02/19

**SECTION -X**  
**AUTHORIZATION FORM**

*[Handwritten signature]*  
05/20/17

**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.		
3.		

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)

  
05/02/19

**SECTION-XI**  
**REJECTION CRITERIA**

*Handwritten signature*  
05/02/19

## REJECTION CRITERIA

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

1. Non submission of Bid security as prescribed in the Bid documents with required validity
2. Non submission of power of attorney or authorisation for signing the Bid
3. Non submission of original copy of the technical bid within the stipulated time as prescribed in the bid document.
4. Bid validity period as prescribed.
5. Non submission of Authorisation along with the print of the mail sent by Principal and tie up / MOU agreement as per format X wherever applicable.
6. Demand Draft towards cost of Bid document.
7. Non submission of Seed License with a copy of Principal Certificate.
8. Duly signed Bid form and price schedule.
9. Non submission of the location of the seed production Firm
10. Non submission of Seed Directory.
11. Non submission of documents related to source of seeds.
12. Certificate from Seed Certification Agency as stipulated mentioned in Section VI Qualification Criteria D( e)
13. List of Lot No/allotted no. etc. along with other information as per section VI Qualification Criteria D. (iii)
14. Non submission of sample (s) along with the hard copy of the Technical Bid.
15. Non submission of Declaration by the (Bidder Page 3)
16. No page No. and initial in each pages of the document
17. No Passport size photograph
18. Non submission of PAN card
19. Non submission of unit price excluding transportation cost. Unit price to be submitted excluding transportation cost.
20. Non submission of Banker's Certificate
21. Non submission of Documents showing place of registration, location of the Processing Plant.
22. Non submission of Copy of Trade license
23. Non submission of Copy of Firm Registration certificate.
24. Audited Balance Sheet for the financial year 2017-18

  
Handwritten signature and date: 25/10/19

# CHECK-LIST

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

A.

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

B.

	<u>Particulars</u>	<u>Page No.</u>
1.	Bid security as prescribed in the Bid documents with required validity	
2.	Power of attorney or authorisation for signing the Bid	
3.	Original copy of the technical bid within the stipulated time as prescribed in the bid document.	
4.	Bid validity period as prescribed.	
5.	Authorisation and tie up agreement as per Format X, wherever applicable.	
6.	Standard of the seed as per specification.	
7.	Demand Draft towards cost of Bid document.	
8.	Seed License with a copy of Principal Certificate.	
9.	Duly signed Bid form and price schedule.	
10.	Location of the seed production Firm	
11	Seed Directory.	
12	Documents related to source of seeds.	
13	Certificate from Seed Certification Agency as stipulated mentioned in Section VI Qualification Criteria D( e)	
14	List of Lot No/allotted no. etc. along with other information as per section VI Qualification Criteria D. (iii)	
15	PAN card	
16	Banker's Certificate	
17	Documents showing place of registration, location of the Processing Plant.	
18	Audited Balance Sheet for the financial year 2017-18	
19	Copy of Trade license	
20	Copy of Firm Registration certificate.	
21	Information on processing.	
22	Declaration by the (Bidder Page 3)	

*[Handwritten Signature]*  
05/01/19