

**E- procurement of Hybrid Seeds by**  
**Assam Seeds Corporation Ltd.**  
**Khanapara, Ghy-22**  
**For The Year 2018-19, 2019-20**  
**Group- B**

  
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 Hybrid Seeds (Group- B) as mentioned in the bidding document. The bidding document is available online and the bid should be submitted online on website <https://assamtenders.gov.in>

Date of release of Invitation for Bids through e-procurement: **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**

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

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

**Bidding document for supply of Hybrid Seeds**

**Bid reference:**

- A. Date of commencement of submission of Bid Document: **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: **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 a member of the Board of Directors or as a partner or in any other form.
3. The information furnished in the bid are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found not to be true and not factual at any point of time and the Purchaser will have right to initiate action deemed fit.

**Place:**

**Date:**

**Seal and Signature of the Bidder**

Affix a passport size photograph of the bidder



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

*[Handwritten signature]*  
*[Handwritten date]*

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

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

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

1. The Managing Director, Assam Seeds Corporation Ltd, Khanapara, Guwahati-22 invites bids in electronic tendering system from eligible bidders for fixation of sale price for supply of Hybrid Seeds (Group-B). The bid document is available online and bid should be submitted online on website <https://assamtenders.gov.in>
2. **Date of release of Invitation for Bids through e-procurement: 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 and (c) original Power of Attorney or authorisation in the letter head of the Company to be signed by the competent authority for signing the Bid (d) **Original copy of the technical bid to the Managing Director, Assam Seeds Corporation Ltd, Khanapara, Guwahati-22, on a date not later than two (2) working days after the opening of the technical Bid through the e-tendering system**, either by registered post or by hand, failing which the bids shall be declared non-responsive and summarily rejected. e) Original authorisation letter from principal along with the print copy of the sent mail from principal. " Note: If a seed Producing Company participates in the bid, then that participating company cannot authorise any other firm 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. 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 fixation of the price by the Departmental Bid 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 of ASC Ltd. for queries related to the bidding document in addition to online provision for the same..

  
05/02/19  
**Managing Director,**  
**Assam Seeds Corporation Ltd,**  
**Khanapara Guwahati-22**  
Tel./Fax: 0361-2330529/2338472;  
[ascldghy@yahoo.com](mailto:ascldghy@yahoo.com)

  
05/02/19

**SECTION-II**  
**INSTRUCTIONS TO BIDDER (ITB)**

~~1/25/19~~  
05/21/19

## **SECTION II: INSTRUCTIONS TO BIDDER (ITB)**

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

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

**2. Eligible Bidders:** The 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 authorised not more than three firms i.e. authorisation is 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.*

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

### **3. Eligibility criteria for the Bidders:**

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





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

**4. Scope of Supply:**

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

**5. Tender quantity and Product specification :**

- a. Hybrid variety included either in the Package of Practices or recommended / Notified for the state of Assam and for whole of India by competent authority. A copy of the notification/ recommendation is required to be enclosed with the bid by the bidder. The latest Package of Practices may be obtained from State Agricultural Universities (SAUs) or Directorate of Agriculture (DoA) office or official website [www.diragri.assam.gov.in](http://www.diragri.assam.gov.in).
- b. The quantity of the seed requirement as indicated in the Schedule of requirement is only estimated quantity. Assam Seeds Corporation Ltd., Khanapara, Ghy-22, reserves the right to change its requirement without assigning any reasons thereof.
- c. The bidder is required to furnish varietal characteristics in respect of proprietary hybrid seeds quoted by them in **Form A** (Annexed) along with morphological characteristic details issued by concerned breeder for particular Seed.
- d. The tendering authority may take all such actions to ascertain the stock availability of the bidder and his supplying capacity against the quoted quantity. In case of failure to satisfy the purchaser about the capacity to supply the total quantity indicated in the bid, such tenders are liable for rejection.
- e. The bidder, whose tender is accepted, shall supply only seeds of their own production or as per tie up/MOU which is submitted in the tender or the production of the Company for which bidder submitted authorisation only.

**6. 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.

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

Sl. No.	Content	Section & Form
a.	Instruction to Bidders (ITB)	Section II
b.	General Conditions of Contract (GCC)	Section III
c.	Schedule of Requirements	Section IV
d.	Technical Specifications	Section V
e.	Qualification criteria	Section VI
f.	Bid Form and Price Schedules	Section VII
g.	Contract Form	Section VIII
h.	Performance Security Form	Section IX
i.	Authorization Form	Section X
j.	Rejection criteria & Checklist	Section XI
k.	Varietal Characteristic	Form A

**7. Clarification of Bidding Documents:** The electronic bidding system provides for online clarification on the provisions of the bidding document. A prospective bidder requiring any

clarification may notify online the authority inviting the bid. The authority inviting bid will respond to any request(s) for clarification received earlier than **10 (ten)** days prior to the deadline for submission of bids. Description of clarification sought and the response of the authority inviting the bid will be uploaded for information of the 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.

#### **8. Amendment of Bidding Documents:**

- a. Before the deadline for submission of bids, the purchaser may modify the bidding documents by issuing online corrigendum. The corrigendum will appear on the website <https://assamtenders.gov.in> under "**Latest Corrigendum**" and email notification is also automatically sent to those bidders who have moved this tender to their "**My Tenders**" area.
- b. Any addendum thus issued shall be part of the bidding documents and deemed to have been communicated to all the bidders who have moved this tender to their "**My Tenders**" area. In case of any addendum/corrigendum, the system will automatically send e-mails to all bidders who have downloaded the bidding document.
- c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, as necessary, the deadline for submission of bids. In case a bidder has already submitted the bid before corrigendum and he will be allowed to give updated bid again without any additional cost of bid document or bidding security. In that case his updated bid will be the bid taken up for evaluation.

#### **9. Preparation of Bids**

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

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

#### **A. Technical Bid:**

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

- i) Signed statement mentioning the legal status, place of registration and principal place of business of the company or firm or partnership, complete address of the registered office and address for correspondences with Phone number/cell number/Fax number and E-mail ID,
- ii) A passport size photograph of the signatory of the bid.
- iii) The Bidder shall initial and number each and every pages of the Bid Document.
- iv) Demand Draft towards the Cost of Bid Document,
- v) Copy of Bid Security in accordance with the bidding document ,
- vi) Copy of PAN Card issued by Income Tax Authorities in the name of bidder,
- vii) Authorization Certificate from the Principal along with the 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. which is [ascltd@yahoo.com](mailto:ascltd@yahoo.com)
- 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.
- xii) Audited balance sheet for the last financial year, 2017-18.

**Note:** Bidders are advised to scan their aforementioned documents at 100 dpi (in Grayscale mode) in .pdf format for multiple pages with maximum file size of 25 MB. If numbers of pages exceeds,

the bidders are advised to create multiple files and upload the same in "Upload Additional Document" stage.

### **B. Financial Bid:**

The Financial bid will comprise the Bid Form and the Price Schedule as per format given in the bidding document at **Section VII. The entry of rates for individual items 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.*

#### **a) 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, excluding 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.

**b) 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.

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

### **10. PACKAGING**

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

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

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

A statement indicating that the seed has been treated;

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

### **11. Documents Establishing Bidder's Qualifications:**

The Bidder shall furnish, as part of its bid, documents establishing the Bidder's qualifications in respect of financial, technical, and production /Supply capabilities to perform the Contract 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 duly authorized (as per authorization form given in **Section-X** by the producer) to supply the goods under the contract for which the bid is issued.

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

## 12. **Bid Security**

- a. The Bidder shall furnish, as part of its bid, a Bid Security for an amount of 2% of the total amount of the bid price quoted by the Bidder. However, in case of SC/ST/OBC/MOBC bidders, the Bid Security may be submitted for an amount of 1% of the total amount of the bid price quoted by the Bidder; in such case, bidder must submit proof of their belonging to such category (SC/ST/OBC/MOBC) from the authorised authorities.
- b. The bid security, in Indian Rupees, shall be in the form of **Term Deposit/Call Deposit** duly pledged in favour of '**Managing Director, Assam Seeds Corporation Ltd**' payable at Guwahati.
- c. The Original of the Bid Security shall be submitted as mentioned in the IFB.
- d. The Bid Security must remain valid for a period of **365 days** beyond any period of extension subsequently requested by the purchaser.
- e. **Any bid not secured in accordance to the above (12.a to 12.d) shall be rejected by the Purchaser as non-responsive.**
- f. Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than **30 days** after the expiration of the period of bid validity prescribed by the Purchaser.
- g. The successful Bidder's bid security will be discharged upon the expiry of the tender i.e. till the validity of the rates.
- i) **The bid security may be forfeited and the bidder will be blacklisted by name of the proprietor of the firm for a period of 5years:**
  - If a Bidder withdraws its bid during the period of bid validity specified by the Bidder.
  - In case of a successful Bidder, if the Bidder fails to sign the Contract in, and
  - Fails to furnish performance security.

## 13. **Period of Validity of Bids**

13.1 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 non-responsive by the purchaser.**

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

- a) The Bidder shall prepare hard copy of the technical bid.
- b) The hard copy of the technical Bid shall be signed by the Bidder or a person or persons duly authorized to sign the Bid. The letter of authorization shall be indicated by written power-of-attorney or 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.

## 15. **Submission of Bids**

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

## 16. **Deadline for Submission of Bids**

- a. Bids must be uploaded in the <https://assamtenders.gov.in> within the specific date and time mentioned in the bid and hardcopy of the technical bid must be received by the Purchaser at the specified address 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 Bids will be received up to the appointed time on the next working day.

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

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

**18. Withdrawal of Bids**

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

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

**19.** 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.

**20. Bid Opening and Evaluation of Bids**

a) The Purchaser will open all the technical bids online at 12 Noon on 13<sup>th</sup> January 2019

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.

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.

**21. 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.

**22. 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.**

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.

## **22. Evaluation and Comparison of Bids**

a. The Purchaser will evaluate the bid in two stages i.e. technical bid first and thereafter financial bid of the technically qualified bidder and compare the price bids of the technically qualified bidders which have been determined to be substantially responsive 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 quoted inclusive of transportation cost i.e. unit price to be quoted excluding transportation cost.
- ix) Authorisation submitted is not in the prescribed format provided in the Bid.
- x) Seed Directory not as specified in the Bidding document.

**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 minimum 30% quantity quoting must be fulfilled in any case. i.e. if a bidder quotes for only one variety under a particular crop, he should quote for atleast 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 than the cumulative quantity should be minimum of 30% of the quantity mentioned in the schedule of requirement.**

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 /cross verify from the source or point of reference given by the bidder. If no response received from the source or point of reference given by the bidder, the purchaser may not accept the bid. The bid will be rejected and its bid security may be forfeited if any discrepancy/ misrepresentation of fact is detected during the cross verification.

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

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

1. **Validity Period of Seeds:** Validity period of the seeds must be clearly stated and displayed on the packing
2. **The technical evaluation shall be strictly based on the provision contained in the bid document.**

The assessment will *inter alia* 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) Price Bids of those bidders who have technically qualified.
- 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 atleast 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 than the cumulative quantity should be minimum of 30% of the quantity mentioned in the schedule of requirement.

iii) The Purchaser's evaluation of a bid prices will not take into account GST and responsive bidders shall be compared on the basis of prices quoted in Column-7 of the Price schedule.

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

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

### **23. Contacting the Purchaser**

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

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

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

a. **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.**

**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 will 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.

**25.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 Para 24 above shall be applicable.**

**25.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 by the responsive bidders 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 {(SI No. 25 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 25 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.

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.

**26. 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.

**27. 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.**

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

#### **29. Signing of Contract**

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

#### **30. Performance Security**

a. The Supplier shall submit the Performance security in the form of Demand Draft (DD) only 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 30.a or comply with the requirement of GCC 4 a shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.



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

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.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.

4.b. In the event of any defect in the material submitted performance security will be forfeited and order will be cancelled.

4.c. 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.d. 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 /premises at the stock of the Producer/Dealer /Supplier or it's at point of delivery and/or at the Goods final destination. If conducted on the premises/field of the Supplier all reasonable facilities and assistance, production data, quality testing data, *etc.* shall be furnished/ made available to the authorised representative at no charge to the Purchaser. The purchaser will bear the cost of travelling, boarding & lodging *etc.* of its authorized representatives for the inspections.

5.3 If any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and performance security will be forfeited and order will be cancelled.

5.4 The execution of a test and/or neither inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report shall release the Supplier from all the performance obligations of the supplier under the Contract;

5.5 Prior to distribution of the seeds supplied under the contract, the respective Agriculture Development Officers (ADOs) of the Agriculture Department, Assam, shall collect samples as per the relevant Seed Act/procedure and send them to the laboratories specified in this bidding document for testing;

a) However, during the period of testing, if receiver of goods is in doubt about the quality from the physical appearance, he may not proceed with the distribution.

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 in 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 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 the supplier provided in this bid documents.

**e) The bidder has to pay appropriate compensation to the growers in case of yield damage beyond 10% lost yield due to seeds supplied by the concerned bidder.**

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 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.

5.8 Purchaser at any place during transportation of goods within the State may collect samples for testing.

5.9 Sample of the lot to be supplied by the suppliers shall be submitted at the time of receipt of the work order.

## 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 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 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.
- iv) Documents relating to procurement from the source.
- v) **Registration Certificate or self attested copy of VAHAAN print of the goods carrier needs to be submitted.**
- vi) **Any other relevant document in connection with the release of payment**
- vii) 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.**
- viii) Payment will be made to the supplier after receipt of all necessary documents about delivery for payment.

#### 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 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.

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, unless an extension of time is agreed upon without the application of liquidated damages.

11. **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.

#### 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:**

- i) 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**
- ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- iii) 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, and 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 Gauhati High Court.

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

**17. Taxes and Duties:** GST will be 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. 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 reserves the right to non placement of orders regarding procurement of seeds for the crops and mentioned variety due to any valid reasons.

1/25  
05/04/19

**SECTION-IV**  
**SCHEDULE OF REQUIREMENTS**

Name Of Seeds	Estimated quantity required (In Qt)	Variety
Hybrid Paddy	10000.00	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. Standard as prescribed in the Indian Minimum Seed Certification Standard
Hybrid Maize	5000.00	
Hybrid Sunflower	2000.00	
Hybrid Groundnut	1000.00	
Hybrid Soybean	1000.00	

*1000*  
*05/02/19*

**SECTION -V**  
**TECHNICAL SPECIFICATIONS**

<b>Hybrid Seeds</b>		
<b>Sl. No.</b>	<b>Name of Seeds</b>	<b>Specification</b>
1.	<b>Hybrid Maize</b>	<b>A. Hybrid variety included</b> <b>a) either in the Package of Practices (2015)</b> published by Directorate of Agriculture and Assam Agricultural University (AAU) <b>b) Recommended/ Notified specifically</b> for Assam, North Eastern states/ Zone III by the Competent Authority but should not be more than 10 years old. <b>c) Standard as prescribed in the Indian Minimum Seed Certification Standard</b>
2.	<b>Hybrid Paddy</b>	
3.	<b>Hybrid Sunflower</b>	

  
05/01/19

**SECTION -VI**  
**QUALIFICATION CRITERIA**

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

**B. 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.

**Special Qualification-**

1. **The supplied item must be as per specification specified in this bidding document.**
2. Any product offered must be backed by i) literature supported 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 :**

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

**D. Analysis Report:**

- a) Bidders' are 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 charge for storage and other expenditure involved if any for rejected material.

c) Analysis report lot wise to be supplied by the supplier shall be submitted at the time of receipt of the work order.

**E. Rights Reserved :**

i) The decision of the Departmental Bid Committee is final in considering or rejecting of any seeds offered in the tender for supply of Hybrid Seeds.

ii) The tender Accepting authority reserves the right to reject the tender without assigning any reason thereof.

**F. 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. Supplier must supply documents relating to supply from the source which will be to the satisfaction of the purchaser.

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

d. Bidder shall quote rate per quintal (Including GST) and FOR destination specified in the bid.

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

Handwritten signature and date: 05/02/19

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

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

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

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

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

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

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

**Declaration by the Bidder:** \_\_\_\_\_

I/We have read and understood the Tender Terms and conditions relevant to tender Bid reference No. .... dated the ..... day of .....(month) .....(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 Costs and other services (e.g. Insurance Storage, etc.) required for delivery of the Goods to their final destination	Total price per line item [excluding taxes] (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	7	8
Total Price								

(Name with Seal)

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

*[Handwritten Signature]*  
05/02/19

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

*[Handwritten signature]*  
05/02/19

**CONTRACT FORM**

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

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

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the

Signed, Sealed and Delivered by the

said .....  
(For the Purchaser)

said.....  
(For the Supplier)

in the presence of:.....

in the presence of:.....



**SECTION IX: PERFORMANCE  
SECURITY FORM**

*[Handwritten signature]*  
*[Handwritten date: 05/20/13]*

**PERFORMANCE SECURITY FORM**

To: (Name of Purchaser)

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

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

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

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





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

*Handwritten signature*  
*05/20/19*

**SECTION X**

**A. AUTHORIZATION FORM**

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

No. \_\_\_\_\_ dated \_\_\_\_\_  
To \_\_\_\_\_

Dear Sir:  
IFB No.

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

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

**OR**

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

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

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

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

Yours faithfully

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

*[Handwritten Signature]*  
*05/02/19*

**CRITERIA FOR SUMMARARILY REJECTION SECTION XI:**

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

1. Bids submitted Late
2. Non submission of original hard copy of the technical bid or non-submission within the time prescribed (IFB 5).
3. Non submission of Power of Attorney or authorisation (IFB 5).
4. Authorisation certificate as per Section X.
5. Valid seed license
6. Non submission of Form A
7. Non submission of Bid Security as prescribed in the bid.
8. Demand Draft towards the Cost of Bid Document
9. Duly signed Bid form and price schedule provided in the bidding document.
10. Offered goods are not as per specification provided in the Bid.
11. Copy of the recommendation from Director of Research /Notification related to the item for which bid is submitted.
12. For each variety quantity not quoted for at least minimum 30% of the estimated quantity as prescribed in the Bid
13. Bid validity not conforming to the provisions in the Bidding.
14. Non submission of dealership/distributor certificate wherever applicable
15. Non submission of R & D Certificate.
16. Non submission of **Passport size photo**
17. **No Page Numbering and initial**
18. Non Submission of Trade license
19. Non submission of Location of the seed Production Farm
20. Non Submission of GST registration Certificate.
21. Non submission of Tie up / MOU Agreement/ Power of attorney
22. Non Submission of Literature/brochure of the company
23. Non submission Attested copy of Firm Registration Certificate.
24. Non submission of documents related to yield from institute/organisation under Govt. of India, Agriculture University.
25. Non submission of unit price excluding transportation cost. Unit price to be submitted excluding transportation cost.

*hpa*  
*05/12/19*

## FORM-A

(Varietal characteristics – Hybrid)

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

*Handwritten signature and date: 15/12/19*

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

**A.**

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

**B.**

<b>SL. NO.</b>	<b>Particulars</b>	<b>Page No.</b>
<b>1.</b>	Power of Attorney or authorisation (IFB 5).	
<b>2</b>	Authorisation certificate as per Section X.	
<b>3</b>	Valid seed license	
<b>4</b>	Printed Price list along with MRP	
<b>5</b>	Non submission of Form A	
<b>6</b>	Non submission of Bid Security.	
<b>7</b>	Demand Draft towards the Cost of Bid Document	
<b>8</b>	Duly signed Bid form and price schedule provided in the bidding document	
<b>9</b>	Power of Attorney or authorisation (IFB-5).	
<b>10</b>	Authorisation certificate as per Section X.	
<b>11</b>	Valid seed license	
<b>12</b>	Printed Price list along with MRP	
<b>13</b>	Non submission of Form A	
<b>14</b>	Non submission of Bid Security.	
<b>16</b>	Balance sheet of the last year, 2017-18 Financial Year	
<b>17</b>	Submission of Trade license	
<b>18</b>	Location of the seed Production Farm	
<b>19</b>	Submission of GST registration Certificate.	
<b>20</b>	Tie up/ MOU Agreement/ Power of attorney	
<b>21</b>	Submission of Literature/brochure of the company	
<b>22</b>	Attested copy of Firm Registration Certificate/	
<b>23</b>	R & D Certificate	

*hpa*