

STANDARD BIDDING DOCUMENT Procurement of Certified Seeds)

ONLINE TENDERING WITH SINGLE
STAGE TWO-BID SYSTEM

1st June 2023



GOVERNMENT OF ASSAM

Finance Department, Government of Assam



GOVERNMENT OF ASSAM

BIDDING DOCUMENT

**FOR PROCUREMENT OF FRESH CERTIFIED SEEDS OF
DIFFERENT CROP VARIETIES FOR THE YEAR 2022-23**

**OPEN COMPETITIVE BIDDING
(e-Procurement)**

Tender Ref. No.:Dated.....

ASSAM SEEDS CORPORATION LIMITED

(A Government of Assam Enterprise)

Khanapara, Guwahati-22(Assam)

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SECTION-I

1. Notice Inviting Bids (NIB)

ASSAM SEEDS CORPORATION LTD
Khanapara, Guwahati-22 (Assam)

Notice Inviting Bids

Tender Ref. No. _____ Dated: XX/XX/20XX

- (i) The Managing Director, ASC Ltd, Guwahati, hereby invites online Bid from eligible bidders following **two bid system** of bidding for Fresh Certified Seeds of different varieties of crops (i.e., Rice, Wheat, etc.) for the year 202X-2X.
- (ii) Open Competitive Bidding method shall be followed for selection of most preferred Bidder(s) for the tendered item(s). The Tender terms, conditions and procedures are in conformity with "The Assam Public Procurement Act, 2017" and "The Assam Public Procurement Rules, 2020" as amended from time to time.
- (iii) The Bidding Documents may be freely downloaded by interested eligible bidders from the e-Procurement portal i.e., <http://assamtenders.gov.in>
- (iv) Bidders must pay Bid Processing Fee of Rs.....(Rupees.....) and Bid Security of the amount specified for the item(s) bided, unless otherwise mentioned in the Bidding Documents.
- (v) Bids must be submitted online at the e-Procurement portal (i.e., <http://assamtenders.gov.in>) on or before the due date for submission i.e. *[insert time and date]*.
- (vi) The Bidder is also required to submit the **hardcopy of the Technical Bid** (with original documents) in the office of the ASCL within due date for submission of hardcopy of the Technical Bid i.e., *[insert time and date]*. The Late Bids will be liable for rejection summarily.
- (vii) The Technical Bid will be opened online on *[insert time and date]* and the Price Bid shall be opened online only for the technical qualified bidders.
- (viii) Bidders who seek to appeal against any decision, action, or omission regarding this procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017

and Rule 26 of the Assam Public Procurement Rules, 2022. The first and second appellate authority are as mentioned below:

1st Appellate Authority	2nd Appellate Authority
<i><Insert Name, Address, and landline number of second appellate authority></i>	<i><Insert Name, Address, and landline number of second appellate authority></i>

For Assam Seeds Corporation Ltd

Managing Director

SECTION – II

2. Instructions to Bidders

GENERAL

2.1 Introduction

- 2.1.1 The Assam Seeds Corporation Ltd (ASCL), Guwahati has issued this Bidding Document for the supply of fresh certified¹ seeds of different varieties of crops as specified in “**Section V - Schedule of Requirements**” in connection with the Notice Inviting Bid issued on <insert the date of issue>inviting bid form the eligible bidders.
- 2.1.2 This Section provides the relevant information as well as instructions to assist prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity (i.e., ASC Ltd) for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 2.1.3 Before preparing and submitting the bids (Technical & Price) online at the e-Procurement portal in the prescribed manner, the Bidder should read and examine all the terms and conditions, instructions, etc., contained in this Bidding Document. Failure to provide required information or to comply with the instructions incorporated in this Bidding Document may result in rejection of bids submitted by Bidders.
- 2.1.4 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure, etc., regardless of the conduct or outcome of the bidding process.

2.2 Language of Bids

- 2.2.1 Bid submitted by the bidder and all subsequent correspondences and documents relating to the bid exchanged between the bidder and Procuring Entity (i.e., the ASSC Ltd), shall be written in English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

¹ Certified Seeds any seed of any notified kind or variety as specified in the Seed Act /Indian Minimum Seed Certification Standard.

2.3 Code of Integrity

- 2.3.1 The Procuring Entity and all its officials or employees, whether involved in the procurement process or otherwise, or bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 2.3.2 Govt. of Assam prescribes to uphold the Code of Integrity, which prohibits officials or employees of a Purchaser or any person(s) participating in the bidding process, as bidder or otherwise, the following:
- i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v) any financial or business transactions between the bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to the tender or execution process of contract;
 - vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii) any obstruction of any investigation or audit of a procurement process;
 - viii) making false declaration or providing false information for participation in
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.
- 2.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Procuring Entity (i.e., ASCL) after giving a reasonable opportunity of being heard, may take appropriate measures including –
- (i) exclusion of the bidder from the procurement process;
 - (ii) calling off pre-contract negotiations and forfeiture or encashment of bid security;
 - (iii) forfeiture or encashment of any other security or bond relating to procurement;

- (iv) recovery of payments made by the BIE along with interest thereon at bank rate;
- (v) cancellation of the relevant contract and recovery of compensation for loss incurred by it;
- (vi) Initiate available legal actions available under different laws in India.
- (vii) debarment of the bidder from participation in any tender issued by the Procuring Entity for a period not exceeding **three years**.

2.4 Conflict of Interest

2.4.1 Conflict of Interest for a Procuring Entity or its personnel (i.e., officials or employees) and bidders is a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

2.4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be in a situation of Conflict of Interest include, but are not limited to the following:

- (i) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- (ii) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- (iii) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
- (iv) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends, or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity.

2.4.3 The situations in which bidders participating in a procurement process or their representatives may be in Conflict of Interest include, but are not limited to the following:

- (i) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement

- process or execution of contract;
- (ii) If they receive or have received any direct or indirect subsidy from any other bidder;
 - (iii) If they have the same legal representative for purposes of the bid;
 - (iv) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - (v) If they participate in more than one bid in the same bidding process;
 - (vi) If they have controlling partners in common;
 - (vii) If a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way.

2.4.4 In case of a holding company having more than one independently manufacturing/processing/producing unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

2.5 Bidders' Eligibility

2.5.1 Bidder must be a single business entity (not a consortium of entities) having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India.

2.5.2 The Bidder must be one of the following class of entities to be eligible to participate in the bidding process:

- (i) Seed Producer/Growing Firms having registration with any State Seeds Certifying Agency. or
- (ii) Authorised Dealer or Distributors of a Seeds Producer/Growing Firms duly registered with any State Seeds Certifying Agency. Proof of Dealer or Distributorship should be enclosed along with the Letter of Authorization by the Producer/Grower authorizing to participate in the bidding process. or
- (iii) Seeds Marketing Companies having tie up with Seeds Producer/Growing Firms duly registered with any State Seeds Certifying Agency. The tie up should be supported by a valid MoU/Agreement between the Bidder and the Producer/Grower. The Bidder must submit MOU/Agreement along with the "Letter of Authorization" by the Producer/Grower authorizing to participate in the Bid.

2.5.3 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 2.4, which materially affects fair competition.

2.5.4 In addition, any Bidder participating in the bidding process shall:

- (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
- (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (iii) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (iv) not be debarred or blacklisted by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

2.6 Bidders' Qualification

2.6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.

2.6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** to provide relevant information and documents in support of fulfilment of bidder's qualification, along with its Bid.

BIDDING DOCUMENTS

2.7 Content of Bidding Documents

2.7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para 2.10.

- (i) Section I Notice Inviting Bids (NIB)
- (ii) Section II Instructions to Bidders (ITB)
- (iii) Section III Bid Data Sheet
- (iv) Section IV Evaluation and Qualification Criteria
- (v) Section V Schedule of Requirements
- (vi) Section VI Bidding Forms
- (vii) Section VII General Conditions of Contract (GCC)
- (viii) Section VIII Special Conditions of Contract (SCC)
- (ix) Section IX Contract Forms

2.7.2 Unless downloaded directly from the e-Procurement portal **as specified in the BDS**,

the Procuring Entity shall not be responsible for the correctness of the Bidding Document, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 2.10.

- 2.7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

2.8 Clarifications of Bidding Documents

- 2.8.1 A Bidder requiring any clarification of the Bidding Document shall communicate in writing to the Procuring Entity in the address as **specified in the BDS** with reference to the Bidding Document. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received within a period **specified in the BDS**.
- 2.8.2 The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at the official website as **specified in the BDS**.
- 2.8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, ASCL shall amend the Bidding Documents following the procedure given under ITB Para 2.10.

2.9 Pre-Bid Meeting

- 2.9.1 Prospective Bidders are invited to participate in the pre-bid meeting as scheduled to be held on the date, time and venue as specified in the **BDS**. The prospective Bidders may submit their written request for clarifications or suggestion, if any, on the bidding document in advance, for the consideration of the Purchase Committee of the Procuring Entity.
- 2.9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they must submit their queries for clarification and suggestions in written. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source in the e-Procurement portal. In case required, amendment(s), in terms of ITB Para 2.10 below shall be issued, which shall be binding on all prospective Bidders.

2.10 Amendments to Bid Documents

- 2.10.1 At any time prior to the due date for submission of Bid, the Procuring Entity may, pursuant to ITB Para 2.8 and 2.9 and for any reason deemed fit by it, amend, or modify the Bidding Document by issuing Amendment(s).

- 2.10.2 Such Amendment(s) will be published at the e-Procurement portal as **specified in the BDS** and the same shall be binding on all prospective Bidders.
- 2.10.3 To give reasonable time to prospective Bidders for preparation of their Bid for submission, the Procuring Entity may, at its discretion extend the deadline for the submission of Bid and other allied time frames, which are linked with that deadline.
- 2.10.4 Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on the Portal.

BID PREPARATION

2.11 Documents Comprising the Technical Bid

- 2.11.1 The Bid shall be submitted online in two parts (i.e., Technical Bid & Price Bid) separately at the e-Procurement portal by the Bidder. The Technical Bid shall consist of following documents:
- i) Letter of Bid as per Form provided in **Section VI – Bidding Forms (Form-B1)**; The Bidders are required to affix on the Letter of Bid a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
 - ii) Bidder Information Form provided in **Section VI: Bidding Forms (Form-B2)**;
 - iii) Producer's Authorization, in case the bidder is not the Producer/Grower of the quoted Items (certified seeds), as per Form given in **Section VI: Bidding Forms (Form-B4)**;
 - iv) Details of supply to Government Departments/PSU (for a period of last three years) as per format given in **Section VI: Bidding Forms** along with supporting documents (**Form-B5**);
 - v) Certificate on Financial Strength of the Bidder as per format given in **Section VI: Bidding Forms (Form-B6)**
 - vi) Power of Attorney for the Authorised Signatory of the Bid as per format given in **Section VI: Bidding Forms (Form-B7)**;
 - vii) Undertakings by the Bidder as per format given in **Section VI: Bidding Forms (Form-B8)**
 - viii) Bid Processing Fee in accordance with **ITB Para 2.19**;
 - ix) Bid Security furnished in accordance with **ITB Para 2.20**;
 - x) Documents including valid "**Registration Certificate**" issued by District Industries & Commerce Centre (DI&CC), Govt. of Assam, local content certificate, etc., as required to avail purchase preferences and other benefits available under Assam Purchase Preference Policy, 2021 or any other Policy or Order issued by Govt. of Assam, from time to time.
 - xi) Documents establishing the compliance of Certified Seed(s) offered in the Bid in accordance with **ITB Para 2.16 and Section-V: Schedule of Requirements**

(Para 5.5);

- xii) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document.
- xiii) Self-attested copy of PAN;
- xiv) Self-attested copy of GST Registration Certificate;
- xv) Audited Statement for last three financial years ending on 31/03/2023;
- xvi) Additional documents, if any, as mentioned in BDS;
- xvii) "Checklist of Documents" submitted along with the Bid in the Format **(Form-B10)** as given in **Section VI: Bidding Forms**.

2.12 Price Bid/Schedule

2.12.1 The blank Price Bid in the form of BoQ should be downloaded from the portal <http://assamtenders.gov.in> and saved on applicant's computer without changing filename otherwise Price Bid will not get uploaded. The Bidder should fill in the details in the same file and upload the same back to the website. Hard Copy of Price Bid will not be accepted. Sample Price Bid/ BoQ may be seen at **Section VI: Bidding Forms (Form-B9)** for reference only.

2.12.2 Price Bid (BOQ) must be submitted online only. The BoQ (excel sheet available in e-procurement portal) is specific to a Bidder and is not interchangeable. The BOQ file shall be downloaded from the e-procurement portal and quote the prices in the respective fields before uploading it. The Price Bid submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison. The BoQ should be submitted on-line in the portal <http://assamtenders.gov.in>.

2.12.3 Price Schedule prepared in accordance with **ITB Para 2.14; (Form-B9)**

2.13 Preparation & Online Submission of Bids

2.13.1 The Bidder shall prepare the Technical Bid along with all documents as mentioned in **ITB-11**. The bid shall be typed or written in ink with all pages serially numbered and signed by the bidder or a person duly authorized to sign on behalf of the bidder, as mentioned in **BDS**, in token of acceptance of the Bid terms and conditions. Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.

2.13.2 The Bidder shall submit both Technical and Price Bid online at the e-Procurement portal within due date for submission of Bid as mentioned in **BDS**. In addition to the online submission, the Bidder must submit the hardcopy of only the "Technical Bid" within the due date and time for submission as mentioned in **BDS** and in the manner **as specified in ITB 2.21.1**. Non-submission of hardcopy of the "Technical Bid" shall amount to cancellation of the Bid, summarily.

2.13.3 The Bidding Document issued by the Procuring Entity in the e-Procurement portal (i.e.,

<http://assamtenders.gov.in>) will appear in the “Latest Active Tender”. The Bidders/ Guest users can download the Bidding Document only after the due date and time of issue. The publication of the Bidding Document will be for specific period till the due date for submission of bids after which the same will be removed from the list of “Latest Active Tender”.

- 2.13.4 **Portal Registration:** The Bidder intending to participate in the Bid is required to register in the e-procurement portal using an active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/ She must submit the relevant information as asked for about the bidder. The portal registration of the Bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) GST Registration Certificate (RC) (iii) Incorporation Certificate (iv) Licensing or Registration or Accreditation. Any change of information by the Bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, Bidder can participate in the online Bidding process.
- 2.13.5 **Logging to the Portal:** The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 2.13.6 The Bidder can download the Bidding Document and undertake the necessary preparatory work off-line and upload the completed bid at their convenience before due date and time for submission.
- 2.13.7 The Bidder can upload technical bid in two files in “.pdf” format. For management of space, the Bidder can serially arrange their document as per the checklist and create two equal size check “.pdf” files and upload them.

2.14 Bid Prices

- 2.14.1 The prices quoted by the Bidder in the Price Schedule (Price Bid) shall conform to the requirements specified below.
- 2.14.2 The Bidder can quote for one or more items of his choice as given in the Price Schedule/BOQ. However, the Bidder must supply the minimum eligible quantity of the item(s) it had quoted in the Price Bid, if awarded the contract.
- 2.14.3 The price quoted by the Bidder shall be fixed (remain Firm) during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in this Bidding Document**. The Bid submitted with adjustable price quotation shall be treated as nonresponsive and shall be rejected.
- 2.14.4 The price offered in the Price Bid for the item(s) shall be based on FOR consignee

location/ DDP (Place of destination) price.

- 2.14.5 The Bidder shall indicate in the prescribed format, the variety wise precise quantity that can be supplied, and the rate in rupees per quintal. The Bidder must unconditionally offer in the Bid to supply at least the minimum quantity as specified for each variety/item in **Section-V: Schedule of Requirements**. If the quantity offered in the Bid is below the minimum quantity, then the Bid shall be liable for cancellation.

2.15 Bid Currency

- 2.15.1 The Bidder should submit its quote in Indian Rupees only.
- 2.15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

2.16 Documents Establishing Compliance

- 2.16.1 To establish the conformity of the quality and other criteria as specified in the Bidding Document for each item (crop variety) to be procured, the Bidder shall furnish as part of its Bid the documentary evidence that the items (i.e., certified seed of different crop varieties) offered by it, conform to the required criteria and standards as specified in **Section V - Schedule of Requirements**.
- 2.16.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the item(s) (i.e., seed varieties) offered, demonstrating substantial responsiveness of the quality standards & other requirements as per **Section V - Schedule of Requirements**.

2.17 Documents Establishing Eligibility & Qualification of the Bidder

- 2.17.1 To establish their eligibility in accordance with ITB Para 2.5, Bidders shall complete the Letter of Bid, included in **Section VI - Bidding Forms**
- 2.17.2 The documentary evidence of the Bidder's qualifications to participate in the bid and own the contract, shall establish to the Bid Evaluation Committee's satisfaction that the Bidder meets each of the qualification criterion specified in **Section IV - Qualification and Evaluation**

2.18 Period of Validity of Bids

- 2.18.1 Bids shall remain valid for the period **specified in the BDS** after the due date for submission of Bid. A bid valid for a shorter period shall be rejected as non-responsive.
- 2.18.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, the

Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security.

2.18.3 The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of Bid securities submitted by them or submit new bid security to cover the extended period of validity of their Bids. A Bidder whose Bid Security is not extended, or new Bid securities not submitted shall be considered to have refused the request to extend the period of validity of its Bid and rejected as non-responsive. The decision of the Procuring Entity will be final and binding in this regard.

2.19 Bid Processing Fee

2.19.1 The Bidder must pay the Bid Processing Fee (non-refundable), of the amount as **specified in the BDS** at the time of submission of the Bid. The Bid Processing Fee shall be in any of the following forms at the Bidder's option:

- (a) Online through e-Procurement portal; or
- (b) Any other digital mode, as specified in BDS.

2.20 Bid Security

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security in the amount as **specified in BDS** in favour of **Assam Seeds Corporation Ltd., Guwahati**.

2.20.2 Exemption with respect to Bid Security shall be granted as per the applicable policies or orders issued by Government of Assam from time to time in this respect. However, to avail the exemption the eligible bidder must submit relevant supporting documents to substantiate the entitlement.

2.20.3 The Bid Security shall be in any of the following forms at the Bidder's option:

- (i) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India and duly lien marked in favour of the Corporation; or
- (ii) Bank Guarantee issued by a Scheduled Bank in India; or
- (iii) Online EMD through e-Procurement portal; or
- (iv) Any other digital mode as specified in BDS.

2.20.4 In case, Bid Security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in "**Section VI - Bidding Forms**". The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.

2.20.5 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the Bid.

- 2.20.6 Any Bid not accompanied by a Bid Security as specified in ITB Para 2.20 shall be rejected as non-responsive.
- 2.20.8 The Bid Security of a Bidder lying with the Procuring Entity, if any, in respect of other Bid(s) awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 2.20.9 The Bid Security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so, **specified in the BDS**. Such Bidders are required to ascertain validity of their Bid for consideration in lieu of Bid Security required under this Bidding Document.
- 2.20.10 The Bid Security of unsuccessful Bidder shall be released within 30 working days after signing of Agreement and deposit of performance security by the successful Bidder.
- 2.20.11 The Bid Security of successful Bidders shall be released **within 30 working** days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 2.41. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful bidder furnishes the full amount of performance security, if **provided in the BDS**.
- 2.20.12 In case Procuring Entity decides to cancel the procurement process, it shall return the Bid Security of all bidders after the decision to cancel procurement process.
- 2.20.13 The Bid Security of the bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.
- 2.20.14 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (i) when the bidder withdraws or modifies its bid after due date for submission.
 - (ii) when the bidder does not deposit the required performance security and/or sign the contract within the specified period; and
 - (iii) if the bidder breaches any provisions of Code of Integrity prescribed for bidders as per ITB Para 2.3.

SUBMISSION AND OPENING OF BIDS

2.21 Submission of Hardcopy

- 2.21.1 In addition to online submission of the Technical Bid, the bidders shall submit the hardcopy of the "Technical Bid" or the "**Key Documents**" as may be specified in the BDS, by post or by hand or drop in the box earmarked and placed in the office of the Procuring Entity (i.e., ASCL) within due date and time for submission as mentioned in

the **BDS**. The Bidder shall enclose the original documents in sealed envelopes duly marked as "HARDCOPY OF THE TECHNICAL BID/KEY DOCUMENTS" along with the following details duly super scribed on it:

- (i) name and complete address along with the mobile, telephone number and email address of the Bidder;
- (ii) complete postal address of the Procuring Entity;
- (iii) specific identification mark / Tender Ref. No. and subject matter of procurement.
- (iv) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents

2.21.2 If the envelop is not sealed and marked as required, the Procuring Entity will assume no responsibility about its consequences viz. misplacement or premature opening of the Bid.

2.22 Extension of due date for Submission of Bids

2.22.1 Bids must be submitted within due date and time for submission of Bid.

2.22.2 The date of submission and opening of bids shall not be extended except when –

- (i) sufficient number of bids have not been received within the given time and the Purchase Committee of the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
- (ii) the Bidding Documents are required to be substantially modified because of discussions in pre-bid meeting or otherwise and the time for preparations of Bids by the prospective Bidders appears to be insufficient for which such extension is required.

2.22.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with **ITB Para 2.10**, in which case all rights and obligations of the Procuring Entity and bidders previously subject to the deadline shall thereafter be subject to the deadline extended.

2.22.4 If the due date for submission of bid is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

2.22.5 Bidder can withdraw or resubmit an online bid any time prior to the due date and time for submission of bid (except details of online submission of EMD & Processing fee). In case of online resubmission of the bid, the latest submitted bid shall be available for evaluation.

2.23 Opening of Bids

2.23.1 The Technical Bids submitted by the bidders through the e-Procurement portal shall be opened online on the due date for opening of the bid **as specified in the BDS**. It shall

be cross checked first to ascertain whether all the bidders have also submitted the hardcopy of the technical bid within due date of submission. The Bids of those Bidders who fails to submit the hardcopy of the technical bid within the due date and time for submission of hardcopy **as specified in the BDS** shall be cancelled and excluded from further evaluation.

- 2.23.2 The Technical Bid of only those bidders who has submitted both hardcopy and online within due date and time shall be considered for evaluation by the Bid Evaluation Committee of the Procuring Entity.

EVALUATION AND COMPARISON OF BIDS

2.24 Confidentiality

- 2.24.1 Information relating to the evaluation of bids including finalization of the list of technically qualified bidders, price comparison and recommendation for award of contract, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is officially communicated to all bidders.
- 2.24.2 Any effort by a bidder to influence the officials of the Procuring Entity or its committee in the evaluation or contract award decisions may result in the rejection of its Bid.
- 2.24.3 Notwithstanding ITB Para 2.24.2, from the time of bid opening to the time of Contract Award, if any bidder wishes to contact the officials of the Procuring Entity on any matter related to the bidding process, it should do so in writing.

2.25 Preliminary Examination of Bids

- 2.25.1 The Bid Evaluation Committee duly constituted by the Procuring Entity shall conduct a preliminary scrutiny of the bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
- (i) that the Bid is prepared in the prescribed manner and contains the documents and information as required.
 - (ii) the Bid is valid for the period, specified in the Bidding Documents.
 - (iii) that the Bid is accompanied by due Bid Security and processing fee.
 - (iv) that the Bid is unconditional, and that the bidder has agreed to give the required performance security; and
 - (v) whether any other conditions specified in the Bidding Documents are fulfilled.

2.26 Clarification of Bids

- 2.26.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any bidder in writing for

clarification by a specific date regarding its Bid specifically therein that if the bidder does not comply or respond by that date then its Bid shall be liable to be rejected. The request of the Committee for clarification and the response of the bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further.

- 2.26.2 Any clarification submitted by a bidder about its Bid that is not in response to a request by the Committee specifically shall not be considered.
- 2.26.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered, or permitted under any circumstances.
- 2.26.4 All communication generated as above shall be included in the record of the procurement proceedings.

2.27 Immaterial Non-conformities in Bids

- 2.27.1 The Bid Evaluation Committee may waive non-conformities in the Bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive.
- 2.27.2 The Bid Evaluation Committee may request the bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period. Failure of the bidder to comply with the request within the given time shall result in the rejection of its bid.
- 2.27.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions based on the information or documentation received from the bidder under ITB Para 2.27.2.

2.28 Determination of Responsiveness

- 2.28.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the bidder;
- 2.28.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:
 - (a) "deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "omission" is the failure to submit part or all of the information or documentation

required in the bidding documents.

2.28.3 A “material deviation, reservation, or omission” is one that,

(a) If accepted, shall:-

- (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or

(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids.

2.28.4 The Bid Evaluation Committee shall examine the technical aspects of the bid to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation, or omission.

2.28.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the Bid.

2.28.6 Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

2.29 Nonconformities, Errors, and Omissions

2.29.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.

2.29.2 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial, nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

2.30 Price and Purchase Preference

2.30.1 Price or purchase preference as per the rates and proportion of quantity notified in the Procurement Preference Policy, Assam, 2021 including its amendment from time to time as notified by Govt. of Assam shall be accorded to firms located in the State of Assam as prescribed therein, or as may be notified by the State Government from time to time, subject to the production of valid registration certificate as prescribed in the

said Policy.

2.30.2 The **Section IV - Qualification and Evaluation Criteria** defines the way such price or purchase preferences shall be accorded, provided the bidder submits valid registration certificate issued by respective entities for the goods required under **Section V - Schedule of Requirements**.

2.31 Evaluation and Comparison of Bids

2.31.1 The Evaluation Committee appointed by the Procuring Entity for Evaluation of this Bid shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

2.31.2 The Price Bid of only those bidders who are technically responsive/qualified shall be opened online for comparative evaluation on the date and time a specified in BDS.

2.31.3 Unless otherwise specified in "**Section IV: Evaluation and Qualification Criteria**", the evaluation shall be done for each item in the price schedule (BOQ) separately (item-wise). The responsive bidder offering lowest price for a particular item (seed verity) shall be declared L1(lowest) bidder for that item. In case of tie, the bidder having highest quoted quantity amongst them shall be declared as the most preferred bidder.

2.31.4 The evaluation of a bid will exclude and not consider:

(i) IGST / SGST / CGST payable on the Goods /items quoted. GST, if payable, shall be paid at the applicable rate.

(ii) Any other component **as specified in the BDS**

2.31.5. The list of responsive and non-responsive bidder shall be published at the e-Procurement portal i.e., <http://assamtenders.gov.in> along with the reason for non-responsiveness.

2.32 Right to Accept or Reject any or all Bids.

2.32.1 The Procuring Entity reserves the right to accept or reject any Bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the management of the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

AWARD OF CONTRACT

2.33 Award of Contract

- 2.33.1 Subject to ITB 2.32.1, the contract shall be award for each tendered item (seeds of a crop variety) separately to the lowest responsive bidder for that item following the Least Cost Basis (LCB) of selection. Financial evaluation, selection and award shall be done for each item separately (i.e., item-wise).
- 2.33.2 Procuring Entity reserves the right to Award the Contract to more than one bidder in case, full requirement (i.e., tendered quantity) is not tied up with L-1 bidder, for quantity to be allocated among the bidders matching the L-1 rates with preference to be given in sequence of L-1, L-2, L-3etc., until whole quantity is tied up.
- 2.33.3 In case of a tie between two or more bidders in the price bid for a particular item (or where more than one bidder is L1 for a particular item/seed verity), then the bidder having highest quoted quantity (quantity offered) amongst them (all L1 bidders) shall be declared as most preferred bidder.

2.34 Notification of Award

- 2.34.1 Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the rate for the seed verity(s) that the Procuring Entity will pay the Supplier in consideration of timely supply of contracted item(s) (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). In addition, the contracted rate quantity to be supplied by the contracted party shall also be specified. *(Hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Qty")*
- 2.34.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 2.34.3 Procurement Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 2.34.1, requests in writing the grounds on which its Bid was not selected.

2.35 Performance Security

- 2.35.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity or before signing of the Contract, the successful Bidder, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Bank Guarantee Form as given in "**Section IX: Contract Forms**",
- 2.35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose Bid is substantially responsive, provided it agrees to lowest evaluated Bid price i.e., L1 price.

2.35.3 The validity of the performance security shall be for a period of 60 (sixty) days beyond the date of completion of all contractual obligations.

2.36 Signing of Contract

2.36.1 Promptly after notification of Award/ issue of Letter of Acceptance, the Procuring Entity shall send the successful Bidder the draft Contract Agreement.

2.36.2 The successful Bidder shall sign, date, and return the contract to the Procuring Entity within twenty-eight (28) days of receipt of the Letter of Acceptance along with required performance security.

2.37 Period of Contract

2.37.1 The contract shall remain valid for a period as specified in BDS. The contract price shall remain firm during the period of contract except for any price adjustments if authorized in the SCC.

2.37.2 The contract period may be extended further with mutual consent for a maximum period of 60 days.

SECTION III**3. Bid Data Sheet (BDS)**

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Para Reference	Particulars
	A. General
ITB 2.1.1	<p>The reference number of the Notice Inviting Bids (NIB) is: <i>[insert reference number of the Notice Inviting Bids]</i></p> <p>The Bid Inviting Authority is: <i><Insert the name and designation of the Authority inviting the Bid></i>, Assam Seeds Corporation Limited, Guwahati</p>
ITB 2.7.2	<p>Bidding Documents shall be available online at e-Procurement portal i.e., http://assamtenders.gov.in</p>
	B. Bidding Documents
ITB 2.8.1	<p>Contact details of the concerned official of ASCL for the purpose of any clarification is: <i>_____ [insert complete address]</i></p> <p>Requests for clarification should be received by the ASCL before date scheduled for Pre-Bid Meeting.</p>
ITB 2.8.2	<p>Response to the queries raised by the prospective bidders shall be published in the e-Procurement portal i.e., http://assamtenders.gov.in and there shall be no individual communication. The prospective bidders are expected to visit the portal on regular interval.</p>
ITB 2.9.1	<p>Pre-Bid Meeting shall be scheduled: Yes / No <i>[select anyone]</i></p> <p>In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: <i>[provide details as under]</i></p> <p>Name of contact person: _____</p> <p>Contact Details (Phone / Mobile / E-mail): _____</p> <p>Address of Venue: _____</p> <p>Time and Date: _____</p>
ITB 2.10.2	<p>Amendments or modifications, if any, in the bidding document shall be published at e-Procurement portal i.e., http://assamtenders.gov.in .</p>

C. Preparation of Bids																
ITB 2.11.1 (xv)	The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 2.11.1 that must be submitted with the Bid]															
ITB 2.13.1	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Constitution of the Bidder</th> <th style="text-align: center;">Signatory</th> <th style="text-align: center;">Documentation</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Proprietorship</td> <td style="text-align: center;">Proprietor</td> <td style="text-align: center;">NA</td> </tr> <tr> <td style="text-align: center;">Partnership Firm</td> <td style="text-align: center;">Any one of the Partner duly authorized by the partnership (Partners)</td> <td style="text-align: center;">Declaration of Authorised Signatory</td> </tr> <tr> <td style="text-align: center;">Company</td> <td style="text-align: center;">Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.</td> <td style="text-align: center;">Original Power of Attorney Document Certified copy Board Resolution</td> </tr> <tr> <td style="text-align: center;">Society/Trust</td> <td style="text-align: center;">Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer</td> <td style="text-align: center;">Original Power of Attorney Document Certified copy EB Resolution</td> </tr> </tbody> </table> <p>Format for Power of Attorney document given in "Section-V: Bid Form" as Form-B9</p>	Constitution of the Bidder	Signatory	Documentation	Proprietorship	Proprietor	NA	Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory	Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution	Society/Trust	Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer	Original Power of Attorney Document Certified copy EB Resolution
Constitution of the Bidder	Signatory	Documentation														
Proprietorship	Proprietor	NA														
Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory														
Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution														
Society/Trust	Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer	Original Power of Attorney Document Certified copy EB Resolution														
ITB 2.13.2	<p>a) Due Date & Time for submission of online Bids (Technical & Price): <Insert due date and time></p> <p>b) Due date & Time for submission of the Hardcopy of only the Technical Bid/"Key Documents" in the office of the Procuring Entity. <Insert due date and time and address></p>															
ITB 2.18.1	The Bid validity period shall be [insert number of days after the deadline for bid submission] days.															
ITB 2.19.1	<p>Bid Processing Fee shall be for Rs (Rupees.....)</p> <p>To be paid online in the e-Procurement portal at the time of submission of online Bid.</p>															

ITB 2.20.1	S. No	Items (Seed verities)	Estimated Qty of Procurement	Minimum Bidding Qty (In Qtl)	Bid Security (in Rupees)
ITB 2.20.4 (iii)	<p>Bid Security deposit through digital mode is [insert “permitted” / “not permitted”]</p> <p>(In case Bid Security deposit through digital mode is permitted, mention TIA’s bank details such as Account Number, IFSC Code, Name and address of Bank)</p>				
ITB 2.20.9	<p>The Bid Security originally deposited by a Bidder shall be considered.</p> <p>[n case the bids under reference are being invited again (re-bidding), insert above statement, else replace it with ‘Not applicable’]</p>				
ITB 2.20.11	<p>The Bid Security “shall not be” adjusted with the amount of performance security required from him.</p> <p>The Bid Security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.</p>				
ITB 2.21.1	<p>c) Due Date & Time for submission of online Bids (Technical & Price): <Insert due date and time></p> <p>d) Due date & Time for submission of the hardcopy of the < <i>either Technical Bid or Key Documents must be inserted</i> > in the office of the Procuring Entity. <Insert due date and time and address></p> <p><i>Following clause must be added if it is decided to accept only Key Documents instead of entire Technical Bid.</i></p> <p>e) The “Key Document” shall include following documents:</p> <p>(i) Original Power of Attorney document for authorised signatory</p> <p>(ii) Original Bank Guarantee document paid towards Bid Security/EMD.</p> <p>(iii)</p>				
ITB 2.23.1	<p>Due Date & Time for opening of the Bid: <Insert date and Time></p>				
ITB 2.37.1	<p>Contract shall be for a period of 120 days from the date of its signing.</p>				

SECTION IV

4. Evaluation and Qualification Criteria²

4.1. Evaluation Criteria & Methodologies

4.1.1 Evaluation Criteria

- (i) The Procuring Entity (i.e., ASCL) shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies the Purchaser shall determine the Most Advantageous Bid. This is the Bid that meets the Qualification Criteria and has been determined to be:
 - a) substantially responsive to the bidding document, and
 - b) the lowest evaluated cost.
- (ii) The determination of bidder quoting lowest evaluated cost shall be based on the comparison of evaluated bid price carried out on “Delivery Duty Paid (DDP) consignee site basis”, quoted by substantially responsive bidders.
- (iii) The Procuring Entity’s evaluation of a Bid to determine lowest evaluated bidder may consider procurement preference policy as amended from time to time, in addition to the price as quoted in the Price Bid.

4.1.3 Alternative Bids

Not Allowed

4.2 Qualification Criteria

4.2.1 Required Minimum Experience

- (i) The Bidder (if not a producer/grower of the seeds supplied) should have experience of supplying certified seeds of crop varieties, it is bidding for, to different government departments/undertaking of quantity as specified below during last three financial years i.e., 2018-19, 2019-20 and 2020-21.

S. No	Name of the Crop	Crop Variety	Minimum Quantity ³ of Supply
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² This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34, 35 and 36, no other factors, methods or criteria shall be used.

³ The bidder should have supplied the required minimum quantity of certified seeds of the crop variety it is bidding for in last three financial years to any government department/Institution/entity.

- (ii) The Producer/Grower of the quoted seed varieties should have valid Seed License and Seeds Processing Facility and should have experience of producing and supplying at least double the estimated requirement (purchasing quantity) of the quoted seed varieties during all three financial years ending on 31st March 2021.

4.2.2 Financial Standing

- (i) The bidder should have at least an average annual turnover of Rsfrom similar business⁴ in last three financial years.
- (ii) The bidder should have a positive net worth for last three financial years.

⁴ Similar business means the business of producing, selling, and dealing with certified seeds.

SECTION V

5. Schedule of Requirements

5.1 Details of Requirement⁵

S. No	Name of the Crop	Seed Verity	Minimum Bidding Quantity (in quintals)	Estimated Procurement Quantity ⁶ (In quintals)	Packing Size (In kg)	Bid Security (In Rs)
1	Wheat	LOK-1	500	50,000	40	200000
2						
3						
4						
5						
6						
7						
8						

Note:

(i) The Buyer shall have the sole and unfettered discretion to decrease/increase the purchase quantity from the Supplier depending upon market condition and climatic conditions within the validity of the contract.

5.2. Place of Delivery & Quantity

S. No	Location of Warehouses/ Destination	Details of Seed Verities & Quantity	Remarks

5.3. Packing & Labeling Requirements

5.3.1 The supply of seed shall be made in ASCL bags in conformity with the standard norms laid down for supply of seeds. The bags shall be arranged by the Supplier with printing in the name of ASCL. The design/print details shall be provided by the Purchaser to the Supplier.

5.3.2 The bags shall be arranged by the Supplier and supplies of seed shall be made in bags as per the guidelines given in the Seed Act with the standard norms laid down for supply

⁵ The Certified Seeds supplied by the Supplier must be within initial validity period.

⁶ The Actual quantity may vary from the estimated quantity as per the prevailing situation at the time of order.

of certified seeds. The Supplier shall arrange printing on backside of seed bags as per design provided by ASCL at the time of issue of LOI.

- 5.3.3 The container of the seeds must bear in the prescribed manner the mark and label containing the correct particulars thereof as specified under clause (b) Sec. 6 of Seed Act 1966.

5.4 Quality Assurance

- 5.4.1 ASCL may draw representative samples of the final cleaned/graded seed lots offered by the Supplier and have them analyzed in any Government Laboratory identified by ASCL only, the lot cleared by both Seed Certification Agency (SCA) and Government Laboratory will be accepted by ASCL.
- 5.4.2 The Seed shall be processed and packed as per ASCL and SCA's requirement at the Supplier's premises at his cost and expenses. ASCL will have right to inspect the operation from time to time.
- 5.4.3 The Supplier shall make available to ASCL a copy of Release Order/ Certificate issued by State Seed Certification Agency (SCA) for each lot before delivery to ASCL.
- 5.4.4 The Seed stock should conform to the quality specifications prescribed in the minimum Seed Certification Standard, 1988 as amended from time to time and shall possess good physical appearance and luster to ASCL's satisfaction.
- 5.4.5 The Supplier shall be fully responsible for any quality deviation observed by Government / Enforcement agency / ASCL and shall be liable for damages/legal prosecution arising out of quality lapses vide provisions under prevailing laws in India such as Seed Act/Seed Control order and Weight and Measurement Act, etc.

5.5 Registration & Certification Requirement

- 5.5.1 **Source of Seeds:** The Bidder shall declare the source of seeds. To this bid, producer of the certified seeds means a person/organization that grow and distributes certified seed in accordance with Certification Agency. In all these cases, registration under any State Seed Certification Agency will be required.
- 5.5.2 **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 are subject to extension of validity period. Revalidated Seeds shall not be accepted. Seeds must be certified by any State Certification Agency(s).
- 5.5.3 **Seed Standard:** Seeds must conform to the standard to prescribed in the Indian Minimum Seeds Certification Standard.

5.6 Delivery Schedule

- 5.6.1 The contracted bidders (i.e., Supplier) are required to supply total quantity allocated by the ASCL in each purchase order within the period stipulated. However, it may be clearly understood that after expiry of validity of the contract no supply will be permitted to the Supplier even if the total allocated quantity is not supplied by the Supplier for any reason. The Supplier will not have any claim whatsoever in this regard after expiry of the contract.
- 5.6.2 Timely delivery shall be considered as the essence of the purchase order. The supply must be made based on confirmed order. A period of 15 days will be allowed for completion of supply against each Purchase Order (PO) which will commence from the date of issue of respective PO.
- 5.6.3 Supplier shall have to supply the seed as per order placed by the Purchaser from time to time within the validity of the contract period
- 5.6.4 **Notification of Dispatch:** Regarding each consignment shall be made to the ASCL by the Supplier, immediately on dispatch indicating full details of quantity of material so that the management may plan for storing and distribution of supplies.

5.7 Design for Labeling/Printing on the Bag

<Insert the design>

SECTION-VI

6 Bidding Forms

6.1 Letter of Bid⁷

FORM-B1

Letter of Bid

Date: [*insert date (as day, month, and year of Bid Submission)*]

Tender Ref. No.: [*insert number of bidding process*]

To: [*insert complete name of Bid Inviting Entity i.e., ASCL*]

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4;
- (c) We have submitted the required bid security and bid processing fee as per ITB 2.19 & 2.20.
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedule specified in the “**Section-V: Schedule of Requirements**” the following Item(s):

S. No	Item/Crop Variety Offered	Minimum Quantity	Offer Quantity	Registration Details with SSCA

- (e) We have submitted both technical and price bid for above mentioned items and our bid shall be valid for a period ofdays beyond the bid submission deadline in accordance with the Bidding Documents (ITB 2.18.1), and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the ITB 2.35 of Bidding Documents.

⁷ The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder's complete name and address.

- (g) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 2.4.3(v);
- (h) We, along with any of our, suppliers, producer, or grower, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 2.3 of the Bidding Documents
- (j) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel/official or any other entity that has prepared the specifications and other documents for the subject matter of procurement.
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (l) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder_____

Name of the person duly
authorized to sign the Bid on _____
behalf of the Bidder

Title of the person signing the Bid_____

Signature of the person named above_____

6.2 Bidder Information Form

FORM-B2

Bidder Information

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Tender Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>				
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>				
3. Bidder's Address: <i>[insert Bidder's legal address]</i>				
4. Activities Undertaken by the Bidder:				
5. Bidder's Authorized Representative Information				
a) Name: <i>[insert Authorized Representative's name]</i>				
b) Address: <i>[insert Authorized Representative's Address]</i>				
c) Telephone/Fax numbers: <i>[insert telephone/fax numbers]</i>				
d) Email Address: <i>[insert Authorized Representative's email address]</i>				
6. Details of the Producer/Grower & Processing Plant from where the offered seed variety(ies) has been produced and processed.				
S. No	Seed Type/ Crop Variety Offered	Details of the Producer/ Grower	Processing Plant	Registration Details with SSCA
1				Name of the SSCA: Registration No: Date of Registration: Validity Period of Regn:
2				
3				
4				

5				
6				
7				
7. Years of experience in similar line of activity.				
8. List of clients in Govt/Public Sector to whom supply has been done in last three years				
9. Details of the Bank:				
<ul style="list-style-type: none"> (i) Name of the Bank: (ii) Type of Account (iii) Account Number: (iv) IFSC: 				

**Signature of the Bidder/Authorised Signatory
(Name, Address & Designation)**

6.3 Bank Guarantee Format for Bid Security

FORMAT-B3

Bank Guarantee (Bid Security)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: *[Insert its name and address of Procuring Entity]*

Tender Ref. No.: *[insert reference number]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder,]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for supply of certified seeds for the year under Tender Ref. No ("Bidding Document").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a Bid Security.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of

copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Signature(s)]

Note:

(i) All italicized text is for use in preparing this form and shall be deleted from the final product.

6.4 Producer's Letter of Authorization⁸

FORM-B4

Producer's Authorisation Letter

Date: *[insert date (as day, month, and year) of Bid Submission]*

Tender Ref. No.: *[insert number of bidding process]*

To: *[insert complete name of Bid Inviting Entity]*

WHEREAS

We *[insert complete name & address]*, who are Producer of *[insert type of certified seeds produces]*, having processing plant at *[insert full address of Processing Plant]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following certified seeds, produced by us, and to subsequently negotiate and sign the Contract.

S. No	Name of the Crop & Seed Variety	Certification Details	Total quantity Produced & Supplied during last three financial years ending on 31/03/2021
1			
2			
3			
4			

We shall stand guarantor with respect to the quality and genuineness for the Certified Seeds produced by us and supplied by *<insert the name of the bidder>* to ASCL, on the award of the contract.

Signed: *[insert signature(s) of authorized representative(s) of the Producer]*

Name: *[insert complete name(s) of authorized representative(s) of the Producer]*

Designation: *[Designation]*

Dated on _____ day of _____, *[insert date of signing]*

⁸ *[The Bidder (if not the Producer/Grower of the seeds variety offered) shall require the Producer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Producer of the certified seed offer and should be signed by a person with the proper authority to sign documents that are binding on the Producer. The Bidder shall include it in its bid]*

6.5 Details of Supply to Government Department/PSU

FORM- B5

Details of Supply to Government Department/PSU During Last Three Financial Years Ending on 31/03/2023

Name of the Bidder: _____

Tender Reference No. _____

Name of the Client in Public Sector	Order No. and Date	Description of the Seeds Varieties	Value of Order	Quantity (In Qtl)	Reason for delay in delivery, if any.
1	2	3	4	5	

Signature

(Bidder/ Authorised Representatives)

The Bidder shall also furnish the following documents in connection with their past performance:

- (i) Copy of Purchase Orders
- (ii) Documentary evidence (Client's certificate) in support of satisfactory completion of contract

6.6 Financial Strength of the Bidder/

FORM-B6

Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at pertaining to the financial year 2020-21, 2021-22 and 2022-23 (*or 2019-10, 2020-21 and 2021-22, if audit for the Financial Year 2021-23 has not been completed as on the due date of submission of proposal*). Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	Financial Year			Average
	2022-23 (or 2021-22)	2021-22 (or 2020-21)	2020-21 (or 2019-20)	
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business⁹				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:
Place:

Signature and seal of the CA firm

UDIN :

Note: *The bidder must furnish audited financial statements for the above-mentioned financial years.*

⁹ Production/Processing and supply of Certified Seeds

6.7. Power of Attorney for Signing of Bid

FORM-B7

**Format for Power of Attorney for Signing of Application
(On a Stamp Paper of Rs 100/-)**

Power of Attorney

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 200_

For _____
(Signature)
(Name, Designation and Address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

6.8. Undertaking by the Bidder

FORM-B8

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses / conditions of Bidding Documents issued by the TIA and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No.[*insert number & date*] for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorised Representatives

6.9. Price Bid/BoQ**FORM-B9****PRICE BID¹⁰***(To be submitted online only)*

S. No	Crop	Variety	Estimated Qty of Procurement	Physical Unit	Price ¹¹ (Rs/Qtl)	Size of Packaging	Offered Quantity (in Qtl)
1	Wheat	XX	1000	Quintal		40 Kg	100
2	Rice	XX					
3							
4							
5							
6							
7							

Note:

- (i) The quoted price shall be on FOR destination basis.
- (ii) The price quoted shall be inclusive of cost of packaging, labeling, fungicide treatment , transit insurance and transportation.
- (iii) GST, if applicable shall be paid separately on actuals.

¹⁰ This is for reference only. The BoQ is available in the e-Procurement portal for download.

¹¹ Bidder shall quote the rates per quintal including the price of seed treatment Fungicide

6.10 Checklist of Documents Submitted along with Technical Bid

FORM-B10

CHECKLIST

S.No	Description of the Document	Page		Remarks
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

SECTION-VII

7. General Conditions of Contract

7.1 Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "BIE" means Bid Inviting Entity i.e., the Entity that issues the Bidding Document inviting Bid.
- (b) "Contract" means the Contract Agreement entered between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfilment of all obligations by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) Goods, as defined in the Assam Public Procurement Act, 2017 and related Procurement Rules, may include all articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of goods of the value of services or works or both does not exceed that of the goods themselves.
- (i) "Purchaser" means the entity purchasing the Goods, **as specified in the SCC.**
- (j) "SCC" means the Special Conditions of Contract.
- (k) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (l) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) "The Project Site," where applicable, means **the place named in the SCC.**
- (n) "TIA" means the Tender Inviting Authority
- (o) "TIE" means the Tender Inviting Entity

7.2 Contract Documents

7.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

7.3 Code of Integrity

7.3.1 The Procuring Entity and all its officers or employees, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.

7.3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits their officers or employees or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in –
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment

by any other Procuring Entity.

7.3.3 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Purchaser after giving a reasonable opportunity of being heard, may take appropriate measures including:

- (i) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- (ii) forfeiture or encashment of any other security or bond relating to procurement;
- (iii) recovery of payments made by the Purchaser along with interest thereon at bank rate;
- (iv) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity/Purchaser;
- (v) debarment of the bidder from participation in any future procurements from any of any Procuring Entity for a period not exceeding three years
- (vi) exclusion of the bidder from the procurement process;

7.4. Interpretation

7.4.1 If the context so requires it, singular means plural and vice versa.

7.4.2 Incoterms

- (i) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (ii) The term DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms **as specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

7.4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

7.4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

7.4.5 Non-waiver

- (i) Subject to GCC Sub-Clause 7.4.5(ii) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- (ii) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

7.4.6 Severability

- (i) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

7.5 Language

7.5.1 Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-certified accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

7.6. Joint Venture or Consortium

7.6.1. If the Supplier is a joint venture, or consortium, all the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or, consortium, shall not be altered without the prior consent of the Purchaser.

7.7. Eligibility

7.7.1 The Supplier and its Subcontractors shall have the nationality of any country with which India has not banned trade relations.

7.7.2 All Goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7.8. Notice

7.8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt.

7.8.2 A notice shall be effective from the date of delivery or on the notice's effective date,

whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

7.9. Law Governing Contract

7.9.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India.

7.10. Settlement of Dispute

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

7.10.2 If, the dispute is not settled through dispute settlement mechanism and if after sixty (60) 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 wherever applicable, 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. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

7.10.3 Notwithstanding any reference to arbitration herein,

- (i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (ii) the Purchaser shall not be required to pay the Supplier any monies to the Supplier in respect of the matter related to the arbitration unless otherwise agreed.

7.11. Inspection and Audit by Govt. of Assam

7.11.1 The Supplier shall keep accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

7.11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Govt. of Assam, if requested. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 2.3 [Code of Integrity], which provides, inter alia, that acts intended to materially impede the exercise of the Govt. of Assam's inspection and audit rights provided for under this Sub-Clause 2.11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's

prevailing sanctions procedures)

7.12. Scope of Supply

7.12.1 The Goods to be supplied shall be as specified in the Schedule of Requirements.

7.13. Delivery and Documentation

7.13.1 Subject to GCC Sub-Clause 7.12.1, the Delivery of the Goods shall be in accordance with the Delivery Schedule specified in the "Schedule of Requirements". The details of documents to be furnished by the Supplier are specified in the SCC.

7.14. Supplier's Responsibility

7.14.1 The Supplier shall supply all the Goods in accordance with "**Section-5: Schedule of Requirement**" and in conformity with GCC Clause 7.12 & 7.13. The Supplier shall arrange all applicable clearances from the concerned statutory authorities in relation to the supply of seed under the contract.

7.15. Contract Price

7.15.1 The contracted price at which the Supplier charge for the Goods supplied shall not vary from the prices quoted by the Supplier in its bid (remain firm), except for any price adjustments authorized in the **SCC**.

7.16. Terms of Payment

7.16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

7.16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered by the documents submitted pursuant to **GCC Clause 13** and upon fulfillment of all other obligations stipulated in the Contract.

7.16.3 Payments shall be made by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it subject to the liquidated damage for delayed supply as mentioned in **Para 7.23** below.

7.16.4 The payments shall be made to the Supplier under this Contract in Indian Rupees only.

7.17. Taxes and Duties

7.17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

7.18. Performance Security

- 7.18.1 If required as specified in the SCC, the Supplier shall, within **twenty-eight (28) days** of the notification of contract award or before signing the contract, whichever is earlier, provide a performance security for the performance of the Contract of the amount specified in the **SCC**.
- 7.18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.18.3 The Performance Security, if required, shall be denominated in Indian Rupees and shall be in one of the formats stipulated by the Purchaser in the **SCC**.
- 7.18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, unless specified otherwise in the **SCC**.

7.19. Packaging and Documents

- 7.19.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit.
- 7.19.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

7.20. Inspection, Testing and Weighing

- 7.20.1 The Authorised 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 under the contract.
- 7.20.2 In case where the 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 action shall be initiated as deemed fit.
- 7.20.3 Quality testing of seed sample will be performed through ASSCA. During the period of stoking of the seeds at ASCL/DAO/ADO level, the respective DAO in consultation with Branch Manager of ASC Ltd., will arrange for collection of samples by ADO. The

Purchaser, at any time during the transportation of seeds within the State, may also collect samples for testing.

7.20.4 Weight of the material to be supplied to the Purchaser shall be made based on number of bags each (40 kg.) received at the Purchaser's destination/s.

7.20.5 The Supplier shall be fully responsible for shortage/s observed upon receipt of material in the intact bags, if any. The Purchaser shall be within its rights to reject such consignments not conforming to weight specifications as laid down in SEED ACT or may decide to get the consignment standardized at the cost and expense of seller. The Supplier shall, however, have the right to depute their authorized representative to supervise the receipt of bags at destination. Bills shall be prepared based on the net numbers of bags/ net weight of goods in trucks so received.

7.21 Confidential Information

7.21.1 Any information derived or otherwise communicated by the Purchaser to the Supplier in connection with the contract shall be kept / treated as secret and shall not without written consent of the Purchaser be published or disclosed to any third party or made use of by the Supplier except for the purpose of execution of the contract.

7.22 Sub-contracting

7.22.1 The Supplier shall not sublet or assign the contract or any part of it to the third party without obtaining the written consent / permission from the Purchaser in advance.

7.23 Liquidated Damages for Delay and Non-supply

7.23.1 The Supplier must start supply of seeds as per the date mentioned in the order and must complete the order within the stipulated period from the date of issue of Purchase Order.

7.23.2 Except as provided under GCC clause 7.26, if the delivery of supply is delayed or not executed by the Supplier beyond stipulated date, then ADCL shall have the right to exercise the following options:

- (a) To treat the default as breach of contract and to terminate the contract forthwith forfeiting security deposit and taking other action against the Supplier within the provisions of contract.
- (b) ASCL reserves the right to accept the material after imposing the penalty @1% of the value of the Purchase Order for every week and part thereof the period of delay from the delivery period subject to maximum of 10% of the total value of material delayed.

- (c) ASCL shall have the right to purchase the material in full or part thereof, at the risk and cost of the Supplier in case Supplier fails to supply the allocated or indented quantity within the specified time.

7.24 Limitation of Liability

- 7.24.1 Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of replacing the substandard Goods supplied, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

7.25 Change in Laws and Regulations

- 7.25.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with **GCC Clause 7.15**.

7.26 Force Majeure

- 7.26.1 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.
- 7.26.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 7.26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition 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.

7.27. Extension of Time

7.27.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods pursuant to GCC Clause 7.14, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

7.27.2 Except in case of Force Majeure, as provided under GCC Clause 7.26, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 7.23, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 7.27.1.

7.28. Termination

7.28.1 Termination for Default

(a) The Purchaser (i.e., The ASC Ltd.), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- i) if the Supplier fails to deliver any or all the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 7.27.
- ii) if the Supplier fails to perform any other obligation under the Contract; or
- iii) if the Supplier, in the judgment of the Purchaser has engaged in breach of Code of Integrity, as defined in GCC Clause 7.3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 7.28.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods like those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods procured by the Purchaser. However, the Supplier shall continue performance of the Contract to the extent not terminated.

7.28.2 Termination for Insolvency.

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

7.28.3 Termination for Convenience.

a) The Purchaser, by 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.

- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

SECTION VIII

8 Special Conditions of Contract¹²

GCC Clause	Particulars
GCC 7.1.1(i)	The Purchaser is: _____
GCC 7.1.1 (m)	The Project Site(s)/Final Destination(s) is Specified in Schedule of Requirement.
GCC 7.4.2 (ii)	The version edition of Incoterms shall be <i>2020</i>
GCC 7.8.1	For notices , the Purchaser's address shall be: _____ For notices , the Supplier's address shall be:

¹² Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 7.10.3	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 7.10.3 shall be as follows:</p> <ul style="list-style-type: none"> i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. ii) If one of the parties fails to appoint its arbitrator in pursuance of sub clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996. iii) The venue of Arbitration shall be Guwahati and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English. iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings. iv) If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.
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GCC 7.13.1	<p>Details of Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> (i) One original and two copies of the valid invoice in name of Purchaser, indicating the Contract number, Goods description, quantity, unit price, and total amount being claimed. (ii) Acknowledgement of receipt from ADO/DDO matching with the details of the bill. (iii) In case of certified seeds, a list showing the lot number allotted by the Seed Certifying Agency against the quantity supplied. (iv) Document establishing the source of procurement to the satisfaction of the Purchaser. (v) Details of the delayed supply, if any.
GCC 7.15.1	<p>The prices charged for the Goods supplied and the related Services performed shall be fixed during the performance of the contract.</p>
GCC 7.16.1	<p>Payment schedule against valid invoice shall be as below:</p> <ul style="list-style-type: none"> (i) 90% payment will be released within 30 days from date of receipt of material along with invoices subject to satisfactory test reports and fulfilling other requirements. The balance 10% payment will be released after successful completion of supply of entire quantity (i.e., issue of Final Acceptance Certificate). (ii) No other expenditures shall be permitted in the invoice except of effect of any change in taxes or levies as imposed by either State Govt. or Central Govt. or by local body/ authority. The Supplier shall make payment of the difference of amount due to change in taxes and duties. (iii) Payment shall be made by electronic clearing systems (ECS) to the Supplier's nominated bank account.
GCC 7.18.1	<ul style="list-style-type: none"> (i) The Performance Security shall be for an amount of 5% [insert as appropriate] of the contract value, valid up to 30 days beyond the contract period.
GCC 7.18.3	<ul style="list-style-type: none"> (i) The performance security shall be in the form of a bank guarantee and the named beneficiary shall be [name of purchaser]. The bank guarantee shall be issued by a Scheduled Bank in India and in the format provided in the Bidding Documents.
GCC 7.18.4	<ul style="list-style-type: none"> (i) The Performance Security will be discharged and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, under the contract.

SECTION – IX

9. Contract Form

9.1 Draft Agreement Form

Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *Assam Seeds Corporation Limited, a Government of Assam Enterprise incorporated under Companies Act, 1956 and having its principal place of business at Guwahati (hereinafter called “the Purchaser”)*, of the one part, and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedule)

(h) any other document listed in GCC as forming part of the Contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

9.2 Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Purchaser/TIA]

..... **date.**

To: *[insert name and address of the Supplier]*

Subject: **Award of Contract**

This is to notify that your Bid dated _____ *[insert **date of bid submitted by the bidder**]* for the execution of _____ *[insert **brief description of Goods and related services**]* against Bid Invitation Ref. No. _____ *(Insert Tender Ref. No.)* is hereby accepted by us for the Contract Amount of Rs. _____ *[insert **amount in numbers and words**]*, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security in accordance with the Conditions of Contract and sign the contract within 28 days from issue of this letter. The format for Performance Bank Guarantee is given in "Section-IX: Contract Forms" of this Bidding Documents.

Authorized Signature:

.....

Name and Designation of Signatory:

.....

Name of Purchaser:

.....

9.3 Bank Guarantee Format for Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *__ [insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that the bid submitted by *[insert name of Supplier]* (hereinafter called "the Applicant") in response to the Tender *[insert reference no & date]* has been accepted by *[Insert name of the TIA]* (hereinafter called "the Beneficiary") vide *[insert letter No. & Date]* and the Applicant has to enter in to a contract with the Beneficiary, for the supply of *__ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note:

- a) *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.*

- b) *Insert the date twenty-eight days after the expected completion dates described in GC Clause 7.18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one- time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*
- c) *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*