



**GOVERNMENT OF ASSAM  
DIRECTORATE OF AGRICULTURE**

**Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)**

**Tel: 0361-2332215, e-mail: opiuagriapart@gmail.com**

**No. AGRI/APART/Millet Mission/Seed/03/2022-23/6**

**Dated: 27/06/2022**

**REQUEST FOR QUOTATION  
for  
SUPPLY OF CERTIFIED FINGER MILLET SEEDS**

- 1) The Government of Assam (GoA) through the Government of India (GoI) has received loan from the International Bank for Reconstruction and Development (IBRD) [the World Bank] towards the cost of the Assam Agri-business and Rural Transformation Project (APART). Assam Rural Infrastructure and Agricultural Services (ARIAS) Society is the apex coordinating and monitoring agency for the project.
- 2) One of the major line departments under the project is the Directorate of Agriculture, Assam where *Operational Project Implementation Unit*, shortly, *OPIU-Agri*, *APART* has been set up for smooth implementation of the project.
- 3) **OPIU- Agri, APART now intends to spend a part of the proceeds toward procurement and supply of 'Certified Finger Millet Seed' and hence seek quotations from interested and eligible suppliers for supply of the goods.**
- 4) In this connection, you are requested to submit your quotation in a sealed envelope addressed to "*The Director of Agriculture, Assam, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022*" on or before **03:00 P.M. on 11/07/2022**. Quotations received shall be opened on the same day, i.e. on **11/07/2022 at 03.30 P.M.** in the presence of bidders or their representatives who choose to attend at the office of the undersigned. If the office happens to be closed on the date of opening of the quotations, the quotations will be opened on the next working day at the same time. The Director of Agriculture, Assam shall not be held liable for any delay in the receipt of quotations either by hand or through courier.
- 5) This RFQ includes terms & conditions to facilitate preparation and submission of quotation, criteria for qualification, evaluation, award of contract, etc., and forms to be filled up by the bidders as part of the bid.
- 6) The Director of Agriculture, Assam reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of contract, without assigning any reason thereof, and without thereby causing any liability to any of the bidders.
- 7) We look forward to receive your quotation.

Sd/  
**(Anant Lal Gyani, IAS)**  
Director of Agriculture, Assam  
G.S. Road, Khanapara- 781022

**SECTION I**

**Letter of Quotation- Technical Part**  
*(to be submitted on bidder's letterhead)*

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**No. AGRI/APART/Millet Mission/Seed/03/2022-23/6**

**Dated: 27/06/2022**

*Our reference no.....*

*Dated.....*

**To,**

The Director of Agriculture, Assam  
Khanapara- 781022

**Sub:** Request for Quotation for Supply of Certified Finger Millet Seeds.

**Sir,**

**1)** We, the undersigned, hereby submit our Quotation in two parts, namely:

- a. Technical Part; and
- b. Financial Part

**2)** In submitting our quotation, we make the following declarations:

**(a) No reservations:** We have examined and have no reservations to the RFQ document;

**(b) Conformity:** We offer to supply in conformity with the RFQ document and in accordance with the Delivery Schedule of Certified Finger Millet Seeds and related services;

**(c) Quotation Validity Period:** Our Quotation shall be valid for a period of 45 days from the deadline fixed for submission of quotation;

**(d) Eligibility:** We meet the eligibility requirements and have no conflict of interest; we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended by Central or any State Government;

**(e) Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act, 1988" (including any amendments).

*Yours faithfully,*

.....  
(Authorized Signature)

Name of the authorized signatory .....

In the capacity of [insert legal capacity of person in the firm].....

Mobile no.....

Address.....

Dated on.....day of.....[insert date of signing]

## **SECTION II**

### **Instructions to Bidders**

#### **1) Scope of Work**

- a) The Directorate of Agriculture, Assam invites Quotations for procurement and supply of 'Certified Finger Millet Seeds' as per details given in the table below:

<b>Sl. no.</b>	<b>Brief description of assignment</b>	<b>Variety Type</b>	<b>Quantity/packet sizes (in kg)/ specifications</b>	<b>Delivery period</b>	<b>Place of delivery</b>
1)	Supply of Certified Finger Millet Seeds	<i>To be quoted by the bidder</i>	<i>As given under Section III</i>	15 (fifteen) days from the receipt of the Supply Order	<b><i>As per Annexure A</i></b>

- b) The successful bidder shall be expected to complete the supply by the intended delivery period as specified above.

#### **Terms and Conditions**

***(throughout this document the terms 'bid', 'tender', 'purchaser' and their derivatives 'bidder', 'tenderer', 'tender inviting authority,' 'Directorate of Agriculture, Assam' are synonymous.)***

#### **1) Availability of bid document and mode of submission:**

- The bid is available on the departmental website-** <https://diragri.assam.gov.in/resource/tender>.
- Bid should be submitted either by hand or through post at the office of the Tender Inviting Authority (TIA), i.e., Directorate of Agriculture, Assam, G.S. Road, Khanapara, Assam.
- For the purpose of submission of bids, a tender box or a register would be maintained on the 4<sup>th</sup> Floor at OPIU-Agri, APART cell and bidders are requested to submit their bids on or before the closing date & time. It is advised that to avoid any last minute difficulty, bidders submit their bids in advance.

#### **2) Quotation:**

- The Quotation comprises of two Parts, namely the *Technical Part* and the *Financial Part*. Both Parts shall be submitted together.
- Submission of more than one quotation in respect of supplies of the same category, same specified items, and quoting different rates by same bidder shall disqualify the bidder.
- Bids will be opened at 3.30 P.M. on 11/07/2022 in the presence of the bidders or their representatives who choose to be present at the time of opening of bids.**

#### **3) Late Bids:**

- Any bid received by the Purchaser after the deadline for submission of bids as prescribed by the purchaser shall be summarily rejected. Purchaser shall not be responsible for delay in transit.

#### **4) Eligible bidders: *The following class of bidders are eligible to participate in the bid:***

- Shall not participate in more than one Quotation;
- Shall not have conflict of interest as defined in the Bank's Procurement Regulations;

- c) Should not have been-
  - i. Temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or
  - ii. Blacklisted or suspended by Central or any State Government Departments in India.

#### **5) Eligibility Criteria (Technical)**

*Neatly photocopied documents with sign & stamp should be enclosed along with the signed bid as per the criteria given below:*

- a) The bidder shall have a valid seed license;
- b) Valid agreement on authorization by the company for distribution or sale of their product;
- c) Original seed directory of the crop variety for which rates are quoted along with tie-up agreement of the producers;
- d) Bid Security of Rs. 20,000/- (Rupees Twenty Thousand only);
- e) Signed statement mentioning-
  - i. legal status, place of registration and principal place of business of the company or firm or partnership;
  - ii. complete address of the registered office and address for correspondences with phone number/cell number/e-mail id/website;
- f) PAN card issued by income tax authority in the name of the bidder;
- g) GST certificate;
- h) Valid Trade License;
- i) Principal's certificate;
- j) Original authorization certificate from the principal in case of firms having tie-up agreement with seed producers/seed growing firms/seed marketing companies having tie up/agreement with growers/authorized dealer/distributor as per authorization form given at **Annexure B** by the Producer.

#### **6) Bid Opening and Evaluation of Bids**

- a) The purchaser will open all bids received on time as indicated in the bid document.
- b) The purchaser will evaluate the bid by screening of documents enclosed and which are essential to qualify technically. If a bidder could not satisfy the purchaser with all the requisite documents as specified in the bid, the bidder will be technically disqualified and financial quote of the bidder will not be evaluated.
- c) Bidders must quote for 100% of the quantities given in the bid. Bidders who have not quoted for full items shall be treated as non-responsive.
- d) Price quotes of only technically qualified bids (substantially responsive) will be compared for selection of bidder(s) by way of least cost selection (L1 price).
- e) A substantially responsive bid is one which is-
  - i. properly signed;

- ii. meets the eligibility criteria;
- iii. conforms to all terms & conditions, technical specifications, etc.; and
- iv. the bidder has accepted the delivery schedule.

**7) Bid Security:**

- a) The Bidder shall furnish, as part of its bid, a **Bid Security for an amount of Rs. 15,000/- (Rupees Fifteen Thousand)** only.
- b) The bid security shall be in the form of Demand Draft/Fixed Deposit Receipt duly pledged in favour of "Director of Agriculture, Assam," payable at Guwahati drawn from any Nationalised/Scheduled Bank of India.
- c) The Bid Security must remain valid for a period of **forty five (45) days** beyond the last date for submission of the bid document. **Bid Security valid for a shorter period shall be rejected by the purchaser as non-responsive.**
- d) In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of validity of bid. In such case, the bid security provided by the bidder shall also be extended. A bidder may refuse the request; however in that case bid security will not be forfeited. Bidder agreeing to the request will not be permitted to modify the bid.
- e) Unsuccessful bidder's Bid Securities will be discharged/returned as promptly as possible but not later than 45 days after the expiration of the period of bid validity prescribed.
- f) The successful bidder's bid security will be discharged upon the bidder accepting the 'Supply Order' and furnishing of Performance Security.

**8) Bid Security may be forfeited:**

- a) if a Bidder withdraws its bid during the period of bid validity as specified by the purchaser;
- b) in case of successful bidder, if the bidder fails to:
  - i. to accept the Supply Order; or
  - ii. furnish Performance Security.

**9) Financial Evaluation of Bids:**

- a) The contract shall be for the total quantities as specified in the bid.
- b) All duties/taxes/carrier charge/other levies payable shall be included in the total price. Wherever these taxes/duties/carrier charges, etc. are not shown, it will be assumed to have been included in the total quoted price.
- c) The rates quoted by the bidder shall be fixed and shall not be subject to adjustment after the closing of the bid.
- d) The Prices shall be quoted in Indian Rupees only.
- e) Price bids of only those bidders who have technically qualified shall be evaluated.
- f) In case where more than one bidder quoting the same rate, then quantities will be divided between the bidders in equal proportionate or as per the decision of the tender inviting authority.

- g) Any bidder quoting abnormally low price may forfeit its bid security if the purchaser is not satisfied with its justification.
- h) Arithmetical errors will be rectified on the following basis:
  - i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
  - ii) if there is a discrepancy between words and figures, the amount in words shall prevail.
  - iii) If the bidder does not accept the correction of errors, its bid will be rejected and its bid security shall be forfeited.

**10) Clarification of Bids:**

- a) During evaluation of bids, the purchaser may, at its discretion, ask the bidder for clarifications related to the information and documents submitted in the bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

**11) Withdrawal of Bids:**

- a) The bidder may withdraw its bid if submitted after the bid submission, provided that written notice of the withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- b) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the bid validity period specified. Withdrawal of bid during this interval may result in the bidder's forfeiture of bid security.

**12) Contacting the Purchaser:**

- a) No bidder shall contact the purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the purchaser, it should do so in writing.
- b) Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

**13) Purchaser's right to vary quantity at time of award:**

- a) The tender inviting authority reserves the right at the time of Supply Order to increase or decrease the quantity of goods specified in the 'Schedule of Requirement' without any change in unit price or other terms and conditions.

**14) Purchaser's right to accept any bid and to reject any or all bids:**

- a) The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award without thereby incurring any liability to the affected bidder(s).

**15) Notification of Award**

- a) The Purchaser will notify the successful bidder which has quoted the overall lowest price (L1) in writing by e-mail that the bid has been accepted;

- b) As soon as the successful bidder receives notification, the successful bidder has to attend the office of the Directorate of Agriculture, Assam, Khanapara, Guwahati- 22 within three (3) days and sign and date the Supply Order and return it to the Purchaser and submit a Performance Security of 5% of the quoted price.
- c) If a bidder does not accept Supply Order or submit Performance Security within the stipulated days, the Director of Agriculture, Assam has the right to offer Supply Order to the next lower responsive bidder at L1 price.
- d) If the bidder does not execute the supply as per the schedule of requirement, the purchaser reserves the right to take any penal action like blacklisting and forfeiting the Performance Security of the bidder or any other action as deemed fit and proper.

**16) Performance Security:**

- a) Successful bidder shall have to submit a performance security @5% of the quoted price in the form of Fixed Term Deposit/Bank Guarantee/Demand Draft drawn from any Nationalised or Scheduled bank payable to the '*Director of Agriculture, Assam, Khanapara, Guwahati-781022*'. The validity of the Performance Security should not be less than 60 days from the completion date of Supply Order.
- b) Performance security shall be returned to the successful bidder after fulfilment of all conditions specified herein.
- c) The supplier shall furnish Performance Security to the Purchaser in the form given at **Annexure C** of the bidding document.

**17) Inspections and tests:**

- a) If the physical appearances of the seeds are found to be suitable, the district offices will accept the seeds for distribution. However, samples will be collected at the point of delivery and will be subjected to test at government facility '*Assam Seed & Organic Certification Agency (ASOCA)*.' If the sample quality is not found as per norms, the supplier shall have to compensate the farmers as per standard procedure decided by the tender inviting authority.
- b) If any tested seeds fail to conform to the specifications, the purchaser may reject the goods and performance security will be forfeited and order will be cancelled.
- c) Only after satisfactory report is received from the government agency, the supplier shall be eligible for payment.
- d) The supplied varieties should confirm to the specified types and in this regard the purchase may carry out suitable testing through collection of sample at the point of delivery.

**18) Scope of supply:**

- a) The bidder shall have to supply required goods as per specifications in the District ATMA offices as per delivery schedule mentioned in the bid.
- b) The Director of Agriculture, Assam reserves the right to change its requirement without assigning any reasons thereof.

**19) Packaging:**

- a) Seeds should be packed in standard package sizes as mentioned in the bid with label of prescribed information and should contain the following information:

- i. Label containing the correct particulars including germination, quantity etc.;
  - ii. Validity period of the seeds must be clearly stated and displayed on the packing;
  - iii. Supplier name/contact number on the packet.
  - iv. The supplier shall provide such packing of the goods as is required to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- b) To treat the seed before sowing by the user the chemical calculated at recommended dose shall be kept in plastic packet and placed inside the seed container with complete direction and precaution required for treating the seeds. The information about the treatment shall be displayed on seed containers. If the seeds have been treated the following instruction shall also be complied with:
- i. The commonly accepted chemical or abbreviated chemical name of the applied substance should be clearly mentioned and
  - ii. If the substance of the chemical to be used for treatment and present in the bag containing seeds is harmful to human beings or other vertebrate animals a caution statement such as ***"Do not use for food, feed or oil purposes"*** shall be displayed prominently. The caution for mercurial and similarly toxic substances the word ***'POISON'*** in type size must be prominently displayed on the label in the red.
- c) The bidder shall have to take the assurance of the quality of the seed. Problems like non germination or low germination (less than standard), seed mixture etc. may lead to subsequent litigation against the supplier and may result in payment of compensation to the farmers.

## **20) Delivery and transportation:**

- a) The goods under contract shall have to be delivered by the supplier within the specified period as mentioned in the bid. The cost related the activities above shall be included by the bidders in their total quoted bid price.

## **21) Payment:** The supplier's request for payment shall be made to the purchaser in writing, accompanied by the following documents:

- a) Three copies of the supplier invoice showing contact number, goods description, quantity, unit price, total amount.
- b) Challans copies duly filled up and authenticated by the concern officials of the district, i.e. date, stock entry, order no. lot no, vehicle no, name of the district, etc. The challan should be certified by the district officer as ***"Received Certified Finger Millet Seeds in Full and Good Condition."***
- c) No advance payment will be considered for supply of items mentioned in the quotation.

## **22) Liquidated Damages:**

- a) If the supplier fails to deliver the goods within the period(s) specified in the bidding document, the purchaser, without prejudice to the other remedies under the contract, shall



deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the contract price per day of delay subject to a maximum deduction 10% of the contract price.

- b) Once the maximum liquidated damage of 10% is reached, the purchaser may terminate of the Supply Order. In case of short supply of specified goods as per supply order, the purchaser shall deduct a maximum of 10% of the short supplied amount from the billed amount/performance security.

**23) Force Majeure:**

- a) If a *force majeure* situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event.

**24) Settlement of disputes:**

- a) The purchaser and the supplier shall make every effort to amicably resolve any disagreement or dispute arising between them under or in connection with the contract.
- b) If the parties have failed to resolve their dispute or difference by such mutual consultation, then Arbitration shall be held within the jurisdiction of Hon'ble Gauhati High Court.

**SECTION III**

**SCHEDULE OF REQUIREMENT**

**(Quantity and Packet Sizes)**

Sl. no.	Description of goods	Specifications	No. of demonstrations		Packet size (in kg)	No. of packets	Variety type (to be mentioned by the bidder)
1)	Certified Finger Millet Seeds	1) 120 days duration 2) Curly type 3) Suitable for sowing in August	Minikit	900	2 kg.	450	
		4) Suitable for Assam or North East region of India	Technical demonstration	8000	4kg.	2000	
		Total		8900		2450	

**Note: The bidders have to ensure that the entire quantity of Certified Millet Seeds must be met through maximum three (3) no. of varieties.**

**SECTION IV**

**Letter of Quotation– Financial Part**

*(to be submitted on bidder's letterhead)*

**No. AGRI/APART/Millet Mission/Seed/03/2022-23/6**

**Dated: 27/06/2022**

*Our reference no.....*

*Dated.....*

**To,**

The Director of Agriculture, Assam  
Khanapara- 781022

**Sub:** Request for Quotation for Supply of Certified Finger Millet Seeds.

**Sir,**

- i. We, the undersigned, hereby submit the second part of our Quotation, the Financial Part. In submitting our Financial Part, we make the following additional declarations:
- ii. Our Quotation shall be valid for the period of 45 days from the deadline fixed for the Quotation submission;
- iii. The total price of our Quotation, including any unconditional discounts offered is:

Rupees .....

*[insert the total price of the quotation including GST, transportation cost and any other cost, if any]*

- iv. Commissions, gratuities and fees:

We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

.....

.....

[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "**None.**"]

Yours faithfully,

.....  
(Authorized Signature)

Name of the authorized signatory .....

In the capacity of [insert legal capacity of person in the firm] .....

Mobile no.....

Address.....

Dated on.....day of.....,.....[insert date of signing]

**FORMAT OF QUOTATION- FINANCIAL**

Sl. no.	Description of goods to be supplied	Specifications	Quantity (in kg)	Variety Type	Unit price per kg (in Rs.)	Total price including transportation, etc. to delivery point for total quantity (in Rs.)
1)	Certified Finger Millet Seeds	<b>1)</b> 120 days duration <b>2)</b> Curly type <b>3)</b> Suitable for sowing in August <b>4)</b> Suitable for Assam or North East region of India	8900	1)..... 2)..... 3).....		

*\*The Bidder may quote for one (1) variety or maximum three (3) varieties.*

Total amount in words [Rupees.....]

*(Note: The lowest evaluated responsive bidder shall be decided on the total amount quoted inclusive of all cost)*

.....  
(Authorized Signature)

Name of the authorized signatory .....

In the capacity of [insert legal capacity of person in the firm] .....

Mobile no.....

Address.....

Dated on.....day of.....,.....[insert date of signing]

**List of District Offices**

<b>Sl. no.</b>	<b>District ATMA Offices (C/o District Agriculture Offices)</b>	<b>Timeline for supply of certified millet seeds to the destination point</b>
1)	Baksa	Fifteen (15) days from the date of issue of Supply Order to the District offices.
2)	Barpeta	
3)	Bongaigaon	
4)	Dhubri	
5)	Goalpara	
6)	Golaghat	
7)	Jorhat	
8)	Kamrup	
9)	Karbi Anglong	
10)	Kokrajhar	
11)	Morigaon	
12)	Nagaon	
13)	Sonitpur	
14)	Tinsukia	
15)	Udalguri	

**AUTHORIZATION FORM**

From seed producers/seed growing firms/seed marketing companies in their letter head)

No.

Dated:

**To,**

The Director of Agriculture, Assam  
Khanapara- 781022

**Dear Sir,**

We, who are established and reputed producer/seed growing firm/of *(name and description of goods offered)* having production facility at ..... *(complete address of the facilities)* do hereby authorize:

- a) M/s .....*(name and address of agent)* to submit a bid and sign the contract with you for the goods produced by us against the above RFQ for the quantity of.....kg. No company or firm or individual other than M/s..... are authorized to bid and conclude the contract for the above goods produced by us against this specific RFQ.

**OR**

- b) The following firm(s) is/are authorised to submit the bids *(in case firm is authorized to submit bid)*

Sl. No.	Name of the firm	Quantity authorized to bid (in kg)
1)		
2)		
3)		

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

We hereby extend our full guarantee and warranty as per conditions of contract for the goods and services offered for supply by the above firm against this RFQ.

Yours faithfully,

(Name)  
(Name of seed producers/seed growing  
firms/seed marketing companies)

**Performance Bank Guarantee Format**

**To:**

(Name of Purchaser)

WHEREAS..... (Name of Supplier) herein after called “the supplier” has undertaken, in pursuance of Contract (Notification of Award) No..... dated ..... to supply .....(description of Goods) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a **Bank Guarantee** by a recognized bank for the sum specified therein as security for compliance with the supplier’s performance obligations in accordance with the contract.

Whereas, I am submitting herewith a **Bank Guarantee of Rs..... BG no..... Date..... from (name of the bank) .....**

.....

Signature and seal of the bank

Dated.....

Address.....

.....