



**GOVERNMENT OF ASSAM**  
**OFFICE OF THE**  
**DISTRICT AGRICULTURAL OFFICER, GOALPARA**  
Email: daocssatmagoalpara@gmail.com

**BID DOCUMENTS**  
*FOR*  
**LEMON GRASS PLANTING MATERIALS (SLIPS)**

**Bid Reference:Glp/Agri/APART-ATMA/15/2021-22**

**Dated: 05/04/2022**

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## OFFICE OF THE DISTRICT AGRICULTURAL OFFICER, GOALPARA

No. Glp/Agri/APART-ATMA/Lemongrass/14/2021-22

Date:05/04/2022

### **NOTICE INVITING BID** **FOR SUPPLY OF LEMON GRASS PLANTING MATERIAL**

District Agricultural Officer cum Project Director, ATMA, Goalpara invites Bid from Authorized suppliers for supply of Lemon Grass Planting Material (slips) to be supplied at Goalpara. Interested and eligible Bidders may quote their rates in the prescribed proforma which is available at Office of the District Agricultural Officer, Goalpara or may be downloaded at free of cost from the portal [www.arias.in](http://www.arias.in). The Bid may be submitted by hand or sent by registered post to "Office of the District Agricultural Officer, Near DC Office, Goalpara, Assam- 783121" superscripting on the top of the envelope 'Bid for Procurement of Lemon Grass Planting Material'

**Last date of submission of bid:**26/ 04/ 2022 at 5:00 PM

**Time of opening of Bid:**27/ 04/ 2022 at 2 PM

**Venue:**Office of the District Agricultural Officer, Goalpara

Sd/- District Agricultural Officer,  
Goalpara

## SECTION –I: INVITATION FOR BIDS ( IFB )

1. The District Agricultural Officer cum Project Director, ATMA, Goalpara invites Bid in hard copy from eligible bidders for **Supplying of Lemon Grass Planting Materials (Slips)**. The Bid documents are available in the website [www.arias.in](http://www.arias.in) and also at the office of District Agricultural Officer cum Project Director, ATMA, Goalpara and the Bid should be submitted at the Tender Box of the Office of the Project Director, ATMA, Goalpara by hand or sent by registered post to **“Office of the District Agricultural Officer, Near DC Office, Goalpara, Assam- 783121”** superscripting on the top of the envelope **‘Bid for Procurement of Lemon Grass Planting Material (slips)’**
2. **Date of publication of Bids through Newspaper on 05/ 04/ 2022**
3. **Cost of Bid Document: Rs. 1000/-** (One Thousand, Non-refundable) only is to be deposited in the form of Bank Draft. Bank Draft should be pledged in favor of Project Director, ATMA, Goalpara payable at Goalpara.
4. **Last date/Time for submission of Bid is 26/ 04/ 2022 up to 5-00 p.m.**
5. The Price/Rate approved will remain valid for a period of **one year** from the date of approval by the Bid Committee.
6. **Sources of Fund:** Project Director, ATMA, Goalpara proposed to implement World Bank Funded Pilot Mission on Medicinal and Aromatic Plants (MAPs) under APART. Accordingly, the PD, ATMA, Goalpara will procure the required Lemon Grass Planting materials (Slips) at approved rate subject to availability of fund under the scheme. The supply order to the L-1 bidder may be awarded only after approval of AWP, 2021-22 of OPIU Horticulture & Food Processing and sanction accorded by ARIAS Society.

## SECTION - II : INSTRUCTION TO BIDDER (ITB)

### **Bid Security:**

- a. The Bidder shall furnish as part of its bid, Bid Security for an amount of **Rs 50,000/- (Rupees Fifty Thousand) only**. However, in case of SC/ST/OBC/MOBC bidders, the Bid Security will be Rs 25,000/- (Rupees Twenty-Five Thousand) only and in such case, bidder must submit proof of their belonging to such category (SC/ST/OBC/MOBC) from the competent authorities.
- b. Bidders must quote the estimated requirements as shown in the Schedule of Requirement.
- c. The **Bid Security**, in Indian Rupees, shall be in the form of **Fixed deposit or Term Deposit** pledged in favor of **‘District Agricultural Officer cum Project Director, ATMA, Goalpara’** payable at Goalpara.
- d. The original of the Bid Security shall be submitted to the Purchaser along with the hard copy of the Technical bid & other documents as specified in the Bid.
- e. The Bid security must remain valid for a period of **180 days** from the date of issue.
- f. **Any bid not secured in accordance with the above under this clause of bid security shall be rejected by the purchaser as non-responsive.**
- g. Unsuccessful bidder’s bid securities will be discharged /returned within 30 days of finalization of the rate/comparative statement of tender by the Bid Committee.
- h. The successful bidder’s Bid Security will be discharged upon the bidder signing the Contract and furnishing the Performance Security.
- i. The successful bidders whose possibility of contract is not sure, except L1 bidder, may apply to withdraw the bid security only after finalization of the rate/comparative statement of the tender by the Departmental Bid Committee.
- j. The Bid Security may be forfeited:
  - a. If a Bidder withdraws his bid during the period of bid validity specified by the bidder.
  - b. In case of a successful bidder, if the bidder fails:
    - i) To sign the contract in accordance with ITB Clause or,
    - ii) To furnish Performance Security in accordance with ITB Clause

### **1. Bid Validity:**

The Validity of the bid submitted by the bidders must be of minimum of **180 days** after the bid submission.

2. **Submission of Original Document (Hard Copies):** The bidders would be required to submit –(a) Original Copy of Bank draft towards the cost of Bid document, (b) Original Bid Security for the amount and in the form specified in the Bid document (c) Original Power of Attorney or Authorization in Letter Head of the organization/ source for signing the Bid along-with (d) Original hard copy of the Technical Bid along with relevant documents are to be submitted before last date of Bid submission.

All the above documents are to be submitted in a sealed envelope to the office of the District Agricultural Officer cum Project Director, ATMA, Goalpara before the expiry of the deadline mentioned above. The envelope shall be super scribed as “**Original Documents against Bid for Supply of Lemon Grass Planting Materials (Slips)**” along with the bidder’s name and address. Failing to submit the documents within specified time, the Bids shall be declared as non-responsive and summarily rejected.

3. **Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its Bid and the District Agricultural Officer cum Project Director, ATMA, Goalpara herein after referred to as “the Purchaser” shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
4. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification may send email to the authority inviting the bid.
5. **Pre-Bid Meeting:** The purchaser will arrange for a pre bid meeting **at least 7 days** prior to the last date of submission. Interested bidders may participate and clarify their queries regarding Bid Document, no individual queries will be entertained thereafter.

#### 6. **Amendment of Bid Documents:**

- a. Before the last date for submission of bids, the purchaser may modify the bid documents by publishing corrigendum. The corrigendum will appear on the Newspaper under “**Latest Corrigendum**” and email Notification will also be sent to the bidders.
- b. Any addendum thus issued shall be a part of the bid documents and deemed to have been communicated to all the bidders. In case of any addendum/corrigendum, send e-mails or mobile message to all bidders who have submitted the bid document.
- c. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend, if necessary, the deadline for submission of bids. In case a bidder has already submitted the bid before corrigendum, he will be allowed to give updated bid without any additional cost of bid document or Bid Security. In that case his updated bid will be taken up for evaluation.

#### 7. **Preparation of Bids**

- a. All the eligible bidders are requested to read the Bid Document carefully before submission of their bid.
- b. **Language of Bid:** The Bid prepared by the bidder, as well as all documents attached to bid by the bidder and all correspondences relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language or Assamese language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language or Assamese language in which case, for purpose of interpretation of the bid, the translation shall govern.

8. **Technical Bid:** Duly filled Technical Bid Form (Group wise) along with scanned copies of all the documents required as referred in the bid shall be submitted to the District Agricultural Officer cum Project Director, ATMA, Goalpara at the specified Tender Box. Documents enclosed should have reasonable validity period to consider the Bid as responsive. Some of the documents are indicated below –

- a. Signed statement mentioning the legal status, place of registration and principal place of business of the company or firm or partnership, complete address of the Registered Office and address for

correspondences with phone numbers/cell number/ Fax number and e-mail ID etc.

- b. A passport size photograph of the signatory of the bid
  - c. Original Copy of Bank Draft towards the cost of Bid Document
  - d. Original Copy of Bid Security in accordance with the bid documents
  - e. Copy of PAN Card issued by Income Tax Authorities in the name of the bidder
  - f. Copy of GST Registration and Number
  - g. Court Fee Stamp of **Rs. 8.25**
  - h. Copy of Valid Trade License issued by Competent Authority.
  - i. Documentary evidence to establish that the Lemon grass planting materials (slips) to be supplied by the bidder are conforming to the required technical specification of the bidding document
  - j. Detail documentary evidence to establish the bidder's source, authentication and capabilities.
  - k. Documentary evidence to establish that the bidder's financial qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction by submission of Financial soundness certificate from Bank.
- l. Last 3 years Balance Sheet, Annual Turnover Certificate certified by CA & Income Tax Return Form i.e. 2019-20(Audited), 2020-21 (Audited)& 2021-22 (audited/ provisional). Average annual turnover for last three (3) consecutive years should not be less than 30% of the total quoted value in the tender for ensuring the financial soundness of the bidder.
- m. All other documents as specified in the bidding documents.

**[Note:** All Documents and Certificates as requested in the Bid Document must be in the name of the representing Bidder (Firm/Company/Nursery/ Growers etc.).

#### 9. Financial Bid:

Financial bid shall be submitted at "Office of the District Agricultural Officer cum Project Director, ATMA, Goalpara, Assam-783121" as per Financial Bid Form (BOQ) given in the bidding document at **Section VIII. The entry of rate shall be made by the bidder in the prescribed Price Schedule (BOQ). Rate should be quoted as per variety wise or item wise as referred in the Schedule of Requirement.**

**Important:** Financial Bid Form (BOQ) is to be submitted at "Office of the District Agricultural Officer cum Project Director, ATMA, Goalpara, Assam-783121". Bidder shall quote rate per unit specified in the Schedule for Requirement. This requirement to be clearly indicated in Price Schedule (BOQ) and required to be quoted for final destination specified in the bid.

10. **Bid Form and Bid Prices:** The bidder shall complete the Technical Bid Form and the Financial Bid Form (BOQ), indicating the goods to be supplied, as per specification, quantity offered and the prices. The bidder shall indicate on the Financial Bid (BOQ) the unit prices and total bid prices of the goods it proposes to supply under the Contract.

The bidders are mandatorily required to provide the following information in the price schedule: -

- Description of goods to be supplied
- Specification of the goods
- Quantity offered and physical unit
- Unit price
- Total price per line item including transportation, insurance etc. cost (for final destination i.e. to farmer's field)
- GST payable per item wherever applicable along with percentage of GST
- The total price excluding all taxes

- The total price including GST, wherever applicable
  - Unit Price including Taxes etc.
11. **Fixation of price:** The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment or variation on any account
12. **Currency:** The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.
13. **Documents Establishing Bidder's Qualifications:** The bidder shall furnish, as part of its bid, documents Establishing **Bidder's Qualifications in respect of Financial, Technical and Production/Supply Capability to perform the Contract**. The documentary evidence submitted by the bidder to substantiate its qualifications to perform the contract shall be to the satisfaction of the Purchaser. In the case of a bidder offering to supply goods under the contract which the Bidder does not produce, the bidder shall have to be duly authorized (as per authorization form given in **Section –VIII**) by the producer to supply the goods under the contract for which the bid is issued.
14. **Format and signing of the hard copy of the technical Bid:**
- a. The bidder shall prepare hard copy of the Technical Bid.
  - b. The hard copy of the Technical Bid shall be signed by the bidder or a person or persons duly authorized to sign the bid in each and every page. The letter of authorization shall be indicated by written Power of Attorney or Authorization in the letter head of the firm by competent authority accompanying the bid.
  - c. Every page of the hard copy of Technical Bid should be serially numbered.
  - d. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the authorized person or persons signing the bid. Using of liquid eraser (white fluid) for any correction will not be valid. **Bids using white fluid will not be accepted.**
15. **Submission of Bids:**
- a. The bidder shall submit the Technical and Financial bid at "Office of the District Agricultural Officer, Near DC Office, Goalpara, Assam- 783121".
  - b. Submission of more than one quotation in respect of supply of the same category and same specified items and quoting different rates by same bidder shall disqualify a bidder.
  - c. A passport size photograph of the signatory of the bid shall be affixed on the Declaration Format at Section VIII.
16. **Deadline for submission of Bids:**
- a. Hard copy of bids must be submitted at "Office of the District Agricultural Officer, Near DC Office, Goalpara, Assam- 783121" within the specified Date and Time mentioned in the bid.
  - b. The Purchaser may at its discretion, extend this deadline for submission of bids by amending the bid document, in which case all rights and obligations of the Purchaser and bidders remain the same for the extended period also.
17. **Late Bid:** Any Hard copy of Bid received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser shall be summarily rejected.
18. **Withdrawal of Bid:**
- a. The bidder may withdraw his/her bid after the bid submission, provided that written notice of withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
  - b. The bidder's withdrawal notice shall be written, sealed and must reach to the "Office of the District Agricultural Officer, Near DC Office, Goalpara, Assam- 783121" before the deadline of submission of bids. Purchaser will not be responsible for delay in transit.
  - c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its Bid Security.
19. **Bid Opening and Evaluation of Bids:**

- a. The Purchaser will open the Technical Bids.
  - b. Financial Bids of the bidders whose bids are found to be technically qualified only will be opened. The Purchaser will inform the bidders through Mobile or e-mail the technically qualified bidders
  - c. The Bids will be evaluated without taking the consideration of the GST i.e. as per Column-5 (Five) of the Price Bid.
20. **Clarification on Bids:** During evaluation of Bids, the Purchaser may, at its discretion ask the bidders for clarification related to the information and documents submitted in the Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.
21. **Eligibility of Bidder:** If any firm/bidder is blacklisted and cases registered against the firm/bidder in reference to any supply made against the orders of ASC Ltd, Department of Agriculture, Assam & Directorate of Horticulture & Food Processing, Assam the firm is not eligible to submit the bid. The bid of the firm/bidder having individuals of blacklisted firm as indicated in this clause as a member of the Board of Directors or as a partner or in any other form is not eligible for the bidding.

### **SECTION III: BID EVALUATION**

#### **1. Preliminary Examination:**

- a. The purchaser will examine the bids to determine whether they are completed, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Firms without proper authorization from the producer (as specified in the bid document) as per prescribed format shall be treated as non-responsive.
- b. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the supplier does not accept the correction of errors, its bid will be rejected and its bid security shall be forfeited.
- c. The Departmental Bid Committee may waive any minor non-conformity in a bid with proper logical reasoning which shall be reflected in the minutes of the meeting. However, non-conformity relating to Bid security, Bid validity, Technical specifications, Bid Specific Authorization Letter from Principal/Source, Quality/Standard Certificate of Products/Goods, Past experiences, Trade License and Turn Over Criteria shall not be treated as minor non-conformity in a bid.
- d. Purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without any material deviations.
- e. If a bid is not substantially responsive, it will be rejected by the purchaser and shall not be subsequently made responsive at any circumstances by correction of the non-conformity.

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

- a. The purchaser will evaluate the Bid in two stages i.e. Technical Bid first and thereafter Financial Bid (Price Bid) of the Technically qualified bidder, and compare the Price Bids of the Technically qualified bidders which have been determined to be substantially responsive for each item separately.
- b. **Preliminary Screening:** Bids shall be summarily rejected if the following documents/ information are not furnished, including the bids submitted late. Purchaser reserves the right not to accept the bid if conditions are not fulfilled as per the provision of the Bid Documents.
  - i) Signed statement mentioning the legal status, place of registration and principal place of business of the company or firm, complete address of the Registered Office and address for correspondences with phone numbers/cell number/ Fax number and e-mail ID etc.

- ii) A passport size photographs of the signatory of the bid
- iii) Original Copy of Demand Draft/e-Challan towards the cost of Bid Document
- iv) Original Copy of Bid Security in accordance with the bidding documents
- v) Copy of PAN Card issued by Income Tax Authorities in the name of the bidder
- vi) Copy of GST Registration and Number
- vii) Court Fee Stamp of Rs. 8.25
- viii) Copy of Valid Trade License issued by Competent Authority.
- ix) Documentary evidence to establish that the goods to be supplied by the bidder are conforming to the required technical specification of the bidding documents (Copy of the Grower's specifications sheet/Catalogue of the items/goods quoted, wherever necessary)
- x) Detail documentary evidence to establish the bidder's source and capabilities
- xi) Documentary evidence to establish that the bidder's financial qualifications to perform the contract if its bid is accepted, shall establish to the purchaser's satisfaction by submission of Financial Soundness Certificate from Bank.
- xii) Last 3 years Balance sheet, Annual turnover Certificate certified by CA and Income Tax Return i.e. 2019-20 (Audited), 2020-21 (Audited) & 2021-22 (audited/ provisional). Average annual turnover for last three (3) consecutive years should not be less than 30% of the total quoted value in the tender for ensuring the financial soundness of the bidder.

**In addition to the above, the bid will be specifically rejected for non-submission of documents/certificates required to be submitted for group i.e. A as mentioned in the bid document.**

- c. During evaluation of the bid, the purchaser at his own discretion may ask for clarification/cross verify from the source or point of reference given by the bidder. If no response received from the source or point of reference given by the bidder, the purchaser may not accept the bid. The bid will be rejected and its Bid Security may be forfeited if any discrepancy/misrepresentation of fact is detected during the cross verification.

**d. Technical evaluation of Bids:**

- i) The Technical evaluation shall be strictly as per condition of the bids. The assessment will *inter alia* into account the bidder's financial, technical and production/supply capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.
- ii) The Purchaser at his own discretion may constitute a team of officials for verification of the *information/documents* provided in the bid documents especially related to capacity to supply etc. of any bidder. In this regard, the Purchaser will take his own decision regarding the firms to be verified. The verification may be made at any time between the process of evaluation of the bids and receipt of the goods.
- iii) In case of any mismatch between the quantity offered by the bidder and quantity authorized in the authorization format, the lower case will be accepted for that item.

**f. Financial evaluation of Bids:**

- i) The bidder must quote the price for the estimated quantity or else the bid shall be rejected.
- ii) Non submission of Bid with bid security Rs 50,000/- (Fifty thousand) only (Rs 25,000/- in case of SC/ST/OBC/MOBC) will be automatically rejected.
- iii) Financial evaluation of the bids will not take into consideration the GST i.e. evaluation will be as per **Column-5** of the Price Schedule.

- iv) In case of any mismatch between the quantity in Technical Bid and quantity quoted in the Financial Bid (Price Schedule), the lower case will be accepted for that item.
- g. The list of successful and unsuccessful bidder will be notified.

**3. Contacting the purchaser:**

- a) No bidder shall contact the purchaser on any matter relating to its bid, from the time of 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.

**4. Award criteria:** The purchaser will award the contract to the successful bidder(s):

**The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily. The price will be determined item wise under a respective group. However, purchaser may arrange for a market survey of the rates if quoted rates are found to be unjustified/unreasonable.**

**[Note: In case where quantity required by the purchaser exceeds the quantity offered by lowest evaluated responsive bidder (which will be determined from the quantity offered by the bidder in the price bid), the next higher responsive bidder shall be offered the opportunity for supplying the quantities for which he has submitted the bid (of the same item) but at the accepted price of the lowest bidder by the purchaser (i.e at the L-1 price).]**

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

**Purchaser's right to vary quantities at the time of award:** The purchaser reserves the right at the time of contract award to increase or decrease the quantity of goods specified in the schedule of requirements without any change in unit price or other terms and conditions. Furthermore, the purchaser does not guarantee procurement of any minimum quantity from the successful bidder during the specified period of the contract. **However, in case of increase in quantity the provisions stipulated at the Note above shall be applicable.**

**Purchaser's right to accept any bid and reject any or all bids:** The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

**5. Notification of Award:**

- a) The purchaser will notify the successful bidder.
- b) Upon the successful Bidder(s) furnishing of Performance Security pursuant to General Conditions of Contract (**GCC, Clause 5**), the purchaser will promptly discharge its Bid Security to unsuccessful bidders.
- c) If, after notification of award, a bidder wishes to ascertain the grounds on which his/her bid has not been selected, it should address its request to the purchaser within 2 working days from the date of Notification of Award is published online, request regarding the same will not be entertained thereafter. The purchaser will promptly respond in writing to the unsuccessful bidder.

**6. Signing of Contract:**

Within **7 (seven) days** of receipt of the Notification of Award, the successful bidder shall have to attend the Office of the District Agricultural Officer, Goalpara and sign the contract and return it to the purchaser along with the Performance Security as mentioned at **(GCC, Clause 5)**, or else the purchaser reserves the right to cancel the Notification of Award and take any other action as deemed fit and proper. A copy of the Notification of Award shall also be forwarded to the source from which authorization is taken.

**7. Performance Security:**

Within **7 (seven) days** after the supplier's receipt of Notification of Award, the Supplier shall furnish Performance Security to the purchaser in the Form of Performance Security provided in the **Section VIII** of the bidding documents, for **5%** of the contract amount, valid up to **90 days** after the date of completion of performance obligations or else the purchaser reserves the right to cancel the Notification of award and take any other action as deemed fit and proper. Performance Guarantee will be submitted in the form of **Bank Guarantee** pledged to the District Agricultural Officer, Goalpara.

Failure of the successful bidder to furnish the Performance Security as per provision of the bid shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

**SECTION –IV: ELIGIBLE BIDDER**

**1. Planting Material:Lemon Grass slips**

- i. A copy of the authorization letter issued by the concerned principal source of growers/ firms should be submitted to the District Agricultural Officer cum Project Director, ATMA, Goalpara, clearly indicating names of the grower/ firms to whom it has issued the authorization certificate along with the authorized quantity.
- ii. Documentary proof of the authenticity of source of planting materials should be submitted.

**SECTION V: SCHEDULE OF REQUIREMENTS & SPEIFICATIONS**

(Quantity indicated are estimated only, this may vary at the time of implementation as per requirement without citing any reason)

SL No.	TYPE OF PRODUCT	PLANT	VARIETY	Unit	REQUIREMENTS	SPECIFICATION
1	Planting Material (Slips)	Lemon Grass	JOR LAB L-8	Nos.	13,00,000	Rooted slip of 20 cm height

**SECTION-V:**

**SCHEDULE OF REQUIREMENTS (DOCUMENTS REQUIRED CROPWISE)**

Sl	TYPE OF PRODUCT	Crop	Supportive Documents (Producer/ Source)
1	Planting Material (Slips)	Lemon Grass	A. Documentary proof of authenticated source of planting materials

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

1. **Definitions:** In this contract, the following terms shall be interpreted as indicated:
  - a. The **“Contract”** means the agreement entered in between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - b. **‘The Contract Price’** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
  - c. **‘The Goods’** means all the items which the supplier is required to supply to the purchaser under the contract
  - d. **“Services”** means services ancillary to the supply of the goods, such as transportation etc. and any other incidental services of the supplier covered under the contract as per bid document.
  - e. **“GCC”** means the general conditions of the contract contained in this section.
  - f. **“The Purchaser”** means the organization purchasing the goods.
  - g. **“The Supplier”** means the individual or firm supplying the goods and services under the contract
2. **Application:** These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
3. **Standards:** The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.
4. **No sub contract** by the selected bidder will be allowed at the time of award of contract.
5. **Performance security:**
  - a. **Within 7 (Ten) days** after the supplier’s receipt of notification of award, the supplier shall furnish **‘Performance Security’** to the purchaser in the form of performance security provided in the **Section VIII** of the bidding documents for **5%** of the *contract amount*, valid up to **90 days** after the date of completion of performance obligations. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligations under the contract.
  - b. In the event of any correction or defects or replacement of defective materials during the validity period, the performance guarantee for proportionate value shall be extended **90 days** over and above the original period of validity of performance guarantee.
  - c. The Performance Security shall be denominated in Indian Rupees and shall be in the following form:

**Fixed Deposit drawn in favour of the Project Director, ATMA, Goalpara and payable at Goalpara.**
  - d. The Performance Security will be discharged by the purchaser and returned to the supplier not later than **90 days** following the date of completion of the supplier’s performance obligations under the contract.
  - e. In the event of any contract amendment, the supplier shall, within **15 days** of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the contract, as amended for **90 days** after the completion of performance obligations.
6. **Inspections and Tests:**
  - a. The purchaser will constitute a team of officials for check/verification of the information/ documents provided in the bid documents especially related to quality and capacity to supply etc. of any bidder. In this regard, purchaser will take his own decision regarding the firms & criteria to be verified. The verification may be made at any time between the process of evaluation of the bid and receipt of the goods.

- b. The authorized representative (s) of the purchaser shall have the right to inspect and/or to make arrangement for test of the goods to be delivered or already delivered by the bidder under the contract at any time during the validity of the Contract.
  - c. The inspections may be conducted on the field of producer or authorized firms or at any point of delivery and / or at the Goods final destination. If conducted on the premises/ field of the supplier all reasonable facilities and assistance, production data, quality related documents, etc. shall be furnished/made available to the authorized representatives at no charge to the Purchaser. The purchaser will bear the cost of travelling, boarding & lodging etc. of its authorized representatives for the inspections.
  - d. If any inspected or tested Goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the purchaser within a stipulated timeframe as prescribed by the purchaser. Failing to which would invite penalty on the bidder as per the provisions of **Liquidated Damages** as mentioned in the clause 13 of the GCC.
  - e. The execution of a test and/ neither inspection of the Goods nor any part thereof, nor the attendance by the purchaser or its representative, nor the issue of any report shall release the supplier from all the performance obligations of the supplier under the Contract.
  - f. However, during the period of receiving, if receiver of goods on behalf of the purchaser is in doubt about the quality from the physical appearance, he may not proceed with the acceptance and distribution.
  - g. In the event of the goods found to be sub-standard/non-conforming to the specified specifications, entire quantity for which the samples represent shall not be distributed and performance security of the supplier shall be forfeited.
- 7. Packing:** The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points of transit.
- 8. Delivery and Transportation:**
- a. The supplier shall inform the District Agricultural Officer, Goalpara about the scheduled delivery of goods in writing at least 03 (three) days ahead to the delivery planned.
  - b. The goods under contract shall have to be delivered by the supplier within the period to be specified in the contract agreement.
- 9. Insurance:** It is the responsibility of the supplier to obtain insurance of the transit of the goods and hence shall include the related cost in the bid price.
- 10. Payment:** The supplier's request (s) for payment shall be made to the purchaser in writing accompanied by the following documents:
- i) Three copies of the supplier invoice showing contract number, description of goods, quantity, unit price, total amount, GST Registration No. etc.
  - ii) Acknowledgement of receipt of the goods as per specification from the consignee/authorized representative (s) of the purchaser.
  - iii) Inspection certificate/Test report wherever applicable
  - iv) Any other document(s) required during payment as specified in this bidding document.
  - v) Immediately after delivery of goods, the challan will be submitted to the District Agricultural Officer, Goalpara.
  - vi) Photographic evidences of the supply along with vehicle number used for the delivery should be submitted.
  - vii) Supplier will submit a delivery statement in detail against the quantity for which contract is awarded.

11. The responsible bidder will have to supply the required items on credit. The purchaser will make payment on satisfactory fulfillment of delivery etc. as per the conditions of the bid, after receipt of the necessary fund related to the supply.

**12. Delay in the Supplier's Performance:**

- a. Delivery of the goods and performance of the services shall be made by the supplier in accordance with the provisions stipulated in the bidding document.
- b. If at any time during performance of the contract, the supplier or its representative encounter conditions affecting timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion, extend the supplier's time of performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract Agreement. Notwithstanding anything contained in the bidding document, if the delay is beyond the implementation period, then no extension shall be made.
- c. Except due to Force Majeure event, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to without the application of liquidated damages.

**13. Liquidated Damages:** If the supplier fails to deliver any or all of the Goods within the period (s) specified in the bidding document, the purchaser, without prejudice to the other remedies under the contract, shall deduct from the Contract Price, as liquidated damages, a sum equivalent to 2% of the contract price per day of delay subject to a maximum deduction 14% of the contract price. Once the maximum liquidated damage of 14% is reached, the Purchaser may terminate the contract as per provisions of the bidding document. And the Performance Security submitted by the bidder will be forfeited.

**14. Termination for Default:**

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

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the Contract / Work Order or within any extension thereof granted by the purchaser; OR
- b) If the supplier fails to perform any other obligations(s) under the contract.
- c) If the supplier, in the judgment of the purchaser has engaged in fraud and corruption.

**15. Force Majeure**

- a. The supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. However, any delay in supply of the goods by the supplier beyond the implementing period, even if due to Force Majeure conditions, shall not be acceptable to the purchaser and in such circumstances the contract shall be terminated without any liquidated damages or penalties and without any compensation to the supplier.
- b. For purpose of this clause, Force Majeure' means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, road blockade due to 'bandh', fires, floods, epidemics, quarantine restrictions etc.
- c. 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.

**16. Termination for Insolvency:** The purchaser may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without any compensation to the supplier.

**17. Termination for Convenience:**

a. The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the 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. In such event, payment for the goods that are already supplied and accepted by the purchaser shall be made at the contract terms and prices.

**18. Settlement of Disputes:**

a. The purchaser and the suppliers shall make every effort to amicably resolve any disagreement of dispute arising between them under or in connection with the contract.

b. If, after 10 (Ten) 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 intension to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given in writing.

c. Arbitration proceedings shall be conducted in accordance with the Acts and rules of procedure interpreted in accordance with the laws of the Union of India, including the Arbitration and Conciliation Act as amended till date within the jurisdiction of the Hon'ble Guwahati High Court.

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

**19. Taxes and Duties:** Suppliers will be entirely responsible for all taxes, duties, license fees etc. including GST

**20. Fraud and Corruption:** Defines, for the purpose of this provision, the terms set forth below as follows-

a. "Corrupt Practice" means the offering, giving, receiving or soliciting directly or indirectly anything of value to influence the action of a public official in the procurement process or in contract execution;

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

c. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract; and

i. "Obstructive practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation by competent authority into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

**21. Other Conditions:**

a. The bidder must start supply of the items as per the period indicated in the notification of award to be mentioned in the order and must complete supply within the stipulated period given in the order. If any supplier fails to supply within stipulated time, purchaser reserves the right to cancel the order and impose other penalties prescribed in this bid document and as per Government procedures.

b. After completion of supply, supplier will have to submit delivery statements in detail.

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

### **SECTION VII: BID FORM AND DECLARATION**

#### **TECHNICAL BID FORM**

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

Having examined the bidding documents against the IFB No.....(*insert numbers*), the receipt of which is hereby duly acknowledged, I/We, the Undersigned offer to supply and deliver the listed items in the Technical Bid Form in conformity with the specification and schedule of requirement prescribed in the said bidding document.

Name of Item for which bid submitted	Specification (To be specified as per schedule of requirement)	Total offered quantity	Supporting document enclosed for offered quantity	Remarks
1	2	3	4	5
Lemon Grass planting materials (slips)				

Date:  
 Place:

Signature of the Bidder:  
 Full Name:  
 Office Seal:

#### **FINANCIAL BID FORM (PRICE SCHEDULE)**

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

Having examined the bidding documents against the IFB No.....(*insert numbers*), the receipt of which is hereby duly acknowledged, I/We, the Undersigned offer to supply and deliver the listed items up to destination point in the Financial Bid Form in conformity with the said bidding documents for the sum of Rs.....(*total bid amount in words and figures*) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

**GROUP:** .....

Sl. No	Description of Goods	Specification	Quantity offered	Unit price (to For destination)	Total (4x5)	GST payable per item, If applicable with percentage	Total price including GST (6+7)	Unit price (including GST etc.)
1	2	3	4	5	6	7	8	9

**(Total Rupees in words.....)**

Date:  
Place:

Signature of the Bidder:  
Full Name:  
Office Seal:

**DECLARATION BY THE BIDDER**

I/ We have read and understood the Tender Terms and Conditions relevant to Tender Bid Reference No..... Dated the..... Day of ..... (month) 2022 and I have submitted the bid in accordance with the terms and conditions of the above referred Notification and tender document.

The information furnished in the bid are true and factual and I/We clearly understand that my / our tender is liable for rejection, if any information furnished is found to be not true and not factual at any point of time and the Department will have right to initiate action deemed fit.

Further,

If our bid is accepted, we will furnish a performance security of a sum equivalent to **5%** of the contract price for the due performance of the contract, in the form prescribed by the purchaser.

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

I/We do hereby declare that in case after receiving the supply order I/We am/are unable or fail to supply the quantity , for which I have submitted the bid , within the time stipulated by the purchaser for whatsoever the reason , the purchaser shall have the right to cancel the supply order / terminate the contract agreement , reject the goods to be supplied under the contract and also forfeit my / our performance security and I / We shall also be liable for other panel action as per provisions of the bidding document .

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

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

Place:

Seal and Signature of the Bidder

Date:



Affix a passport size photograph of the bidder

Dated this..... day of .....2019

(Signature) (in the capacity of)  
(Name with seal)

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

**SECTION VIII: OTHER FORMS & CERTIFICATES**

**SECTION VIII: OTHER FORMS AND CERTIFICATE**

**AUTHORIZATION FORM**  
***(Planting Materials)***

No.  
To,

Dated:

Dear Sir:

IFB No./Bid no:

We who are established a reputed Lemon Grass planting having at ..... (Complete address of the facilities) do hereby authorize M/s .....(Name and address of the Authorizer) to submit a bid, and sign the contract with you for the goods produced by us against the above IFB for the items detailed below.

<b>Name of the Authorizer</b>	<b>Address</b>	<b>Crop</b>	<b>Variety</b>	<b>Type of planting material</b>	<b>Quantity authorized to bid (In nos.)</b>

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

Yours faithfully,

**GST No. of the authorizing firm:**  
**GST No. of the bidder to whom authorization has been issued:**

(Signature)  
(Name of Authorized Signatory,  
address with Seal)

**Standard Trade License Format**

Name of the Competent Issuing authority.....

Name of the District:

Name of the Block/Sub-division:

**Trade License no:** ..... **Trade registration date:** .....

Trade license issued for the period of ..... on (issue date) ..... to Shri/Smt/Mr/Mrs..... son/daughter of..... village/town (full address) .....

**Description of Trade:** .....

The competent authority acknowledges a sum of Rs..... (only) received from firm/company..... vide Receipt No:..... dated.....

Seal & Signature of the Issuing Authority  
(Date & Place)

**PERFORMANCE SECURITY FORM**

**To: (Name of Purchaser)**

**WHEREAS**..... (Name of Supplier)

Here in after called "the supplier" has undertaken, in pursuance of Contract (Notification of Award) No..... dated ..... 2018 to supply .....(Description of Goods and Services) hereinafter called "the Contract".

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a **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 bidder Date.....2018 Address..... .....
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**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of .....2021. Between ..... (Name of purchaser) of .....(Address) (hereinafter called “the purchaser”) of the one part and.....name of the supplier) of ..... (Address)(Hereinafter called “the supplier”) of the other part.

WHEREAS the purchaser is desirous that certain Goods and ancillary services viz, ..... (Brief description of goods and services) and has accepted a bid by the supplier for supply of those goods and services in the sum of .....  
(Contract price in words and figures) (Hereinafter called “the Contract Price”)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

Sl. No	Brief description of goods & services	Quantity to be supplied	Unit price	Total price	Delivery terms

**TOTAL VALUE:  
DELIVERY SCHEDULE:**

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

Signed, Sealed and Delivered by the  
Said .....  
(For the Purchaser)

Signed, Sealed and Delivered by the  
Said .....  
(For the supplier)

In the presence of.....

In the presence of.....

**NON-BLACKLISTING CERTIFICATE  
(To be submitted on Letterhead)**

I/We hereby certify that the (Name of the Company/Firm) has not been ever blacklisted/debarred by any Central/State Government/Public Undertaking/Institute on any account.

I/We also certify that the authorized Firm will be supplied the item as per the specification given by the Directorate of Horticulture & Food Processing, Assam and also abide all the Terms & Conditions stipulated in Rate Contract.

I/We also certify that the information given in Bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern Firm or participation may be summarily terminated at any stage, the Firm will be blacklisted and Directorate of Horticulture & Food Processing, Assam may impose any action as per Government Rule.

Date:

Place:

Name:

Business Address:

Signature of the Bidder:

Office Seal of the Bidder:

**SECTION: IX**

<b>Sl. No.</b>	<b>Rejection Criteria (The bid will be summarily rejected for non-submission of the following documents)</b>
1	Non fixation of Court Fee Stamp of Rs. 8.25
2	Non submission of the copy of the Bank Draft towards the cost of Bid Document
3	Non submission of the original Bid Security as specified in the bid document.
4	Original Authorization in the letter head of the Growers/ firm for signing the bid from competent authority.
5	Non submission of Declaration by the Bidder
6	Shorter bid validity period
7	Non submission of signed statement mentioning the legal status, place of registration and principal place of business of the company or firm or partnership, complete address of the registered office and address for correspondences with Phone number / Cell number / Fax number and e mail ID
9	Non submission of Copy of PAN Card issued by Income Tax Authorities in the name of bidder
10	Non submission of updated GST Registration Certificate
11	Non submission of Valid Trade License
12	Non submission of Income Tax Return & Balance Sheet for the year 2019-20 & 2020-21 (Audited) and 2021-22 (Audited/ Provisional) and Annual turnover certificate certified by CA in a prescribed format. (Average annual turnover certificate for last three (3) consecutive years should not be less than 30% of the total quoted value in the tender for ensuring the financial soundness of the bidder.)
13	Non submission of Solvency Certificate showing financial soundness
14	Caste Certificate for relaxation of Bid Security
15	The Purchaser also may reject bid for award if the purchaser determines that the bidder recommended for award, any of its personnel, or its agents, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
16	In addition to the above, the bid will be specifically rejected for non-submission of documents/certificates required to be submitted and noncompliance of minimum qualification criteria as mentioned in the bid document such as: <ul style="list-style-type: none"> <li>a. Specified documents/certificate from competent authority as described in Section IV &amp; Forms &amp; Certificates in Section VIII wherever applicable.</li> <li>b. Bid submitted for less than 30% of the Tentative Total requirement.</li> <li>c. Offered goods are not as per specification provided in the Bid.</li> <li>d. Authorization whichever is applicable.</li> <li>e. Any other documents as mentioned in Section: III &amp; IV of the bid documents.</li> </ul>

**SECTION:X**  
**Mandatory Check list to be filled up by the bidder**

Sl. No.	Particulars	Page No (To be filled by the bidder clearly)
1	Submission of signed statement mentioning the legal status, place of registration and principal place of business of the company or firm or partnership, complete address of the registered office and address for correspondences with Phone number / Cell number / Fax number and e mail ID	
2	Original Power of Attorney or Authorization in the letter head of the organization for signing the bid from competent authority	
3	Submission of Declaration by the Bidder	
4	A Passport size photograph of the signatory of the bid	
5	Submission of the copy of the Treasury Challan/Bank draft towards the cost of Bid Document	
6	Submission of the original Bid Security (Fixed Deposit)	
7	Fixation of Court Fee Stamp of <b>Rs. 8.25</b>	
8	Submission of Copy of PAN Card issued by Income Tax Authorities in the name of bidder	
9	Submission of duly signed Technical Bid Form and Financial Bid Form (Price Schedule; online) provided in the bidding document	
10	Submission of updated GST Registration Certificate	
11	Submission of self-attested copy of the Trade License	
12	Submission of Balance Sheet, Annual Turnover Certificate certified by CA& Income Tax Return for the Last two years (2019-20, 2020-21, 2021-22 (audited/ provisional)	
13	Submission of Certificate showing financial soundness	
14	Caste Certificate for relaxation of Bid Security	
15	Documentary evidence to establish that the goods to be supplied by the bidder are conforming to the required technical specification of the bidding documents.	
16	Declaration of Non-Black Listing Certificate	
17	Submission of specified documents/certificate from competent authority	