



GOVERNMENT OF ASSAM

E-mail: assam.samb@gmail.com; ceo.asamb@gmail.com

web: <http://asamb.assam.gov.in>

ASSAM STATE AGRICULTURAL MARKETING BOARD

RAMKRISHNA MISSION ROAD, ULUBARI, GUWAHATI – 781 007

NIT No. ASAMB/Dev/942/2021/10

Dated: 06-01-2022.

SHORT TENDER

For and on behalf of Assam State Agricultural Marketing Board (ASAMB), the undersigned invites tender from parties/ contractors of State Govt. Departments/ Central Govt./ Corporations for appointment of RTC on temporary basis for transportation of new Gunny bales Ex-Assam Co-operative Jute Mills, Silghat to different PPCs as shown below.

Tender No.	Name of work	Max No. of Bales	Approx. VOC (in Rs.)	EMD (in Rs)
ASAMB/PPP/TRANS-1	Assam Co-operative Jute Mills, Silghat to Barpeta	8	8280	500
ASAMB/PPP/TRANS-2	Assam Co-operative Jute Mills, Silghat to Sarthebari	12	12420	500
ASAMB/PPP/TRANS-3	Assam Co-operative Jute Mills, Silghat to Gauripur	16	22320	500
ASAMB/PPP/TRANS-4	Assam Co-operative Jute Mills, Silghat to Roha	16	5760	500
ASAMB/PPP/TRANS-5	Assam Co-operative Jute Mills, Silghat to Krishnai	12	12420	500
ASAMB/PPP/TRANS-6	Assam Co-operative Jute Mills, Silghat to Boko	8	8280	500
ASAMB/PPP/TRANS-7	Assam Co-operative Jute Mills, Silghat to Pathsala	12	12420	500
ASAMB/PPP/TRANS-8	Assam Co-operative Jute Mills, Silghat to Jagi Bhakatgaon	16	7920	500
ASAMB/PPP/TRANS-9	Assam Co-operative Jute Mills, Silghat to Kushtoli	4	1980	500
ASAMB/PPP/TRANS-10	Assam Co-operative Jute Mills, Silghat to Barbhogia	4	1440	500
ASAMB/PPP/TRANS-11	Assam Co-operative Jute Mills, Silghat to Moran	4	4140	500
ASAMB/PPP/TRANS-12	Assam Co-operative Jute Mills, Silghat to Makum	4	5580	500



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Instructions:

1. The bid document can be downloaded from the <https://asamb.assam.gov.in/> or <https://asamb.assam.gov.in/resource/detail/tenders-2>. The Bidders shall submit their tender to the Chief Executive Officer, Assam State Agricultural Marketing Board, RK Mission Road, Ulubari, Guwahati-7 in a sealed cover superscripted with the details of the tender.
2. The Earnest Money Deposit (EMD) as mentioned in the above table and Performance Security (PS) may be deposited through NEFT/RTGS/other electronic means to the accounts as under.

Beneficiary Name	Chief Executive Officer, Assam State Agricultural Marketing Board
Beneficiary Bank	State Bank of India
Branch	South Guwahati
Account No.	35080014544.
IFS Code	SBIN0001244
Branch Code	1244
MICR Code	781002005

3. Each tender must be accompanied by Earnest Money as shown above. Tender not accompanied by the Earnest Money in the prescribed form shall be summarily rejected. Performance Security @20% of the accepted contract value shall have to be deposited by the successful tenderer within the time as prescribed in the acceptance letter.
4. Time frame for bidding is as follows:

S/N	Schedule	Start Date	Start Time	End Date	End Time
1	Publishing	10-01-2022	10:00 am		
2	Submission	10-01-2022	10:00 am	21-01-2022	3:00 pm
3	Opening of Technical Bid	21-01-2022	3:30 pm		
4	Opening of Price Bid	Shall be intimated by Competent Authority			

5. If the date fixed for opening of tender is subsequently declared a holiday, the tenders will be opened on the next working day without any change in the time for opening of tender.
6. **The transporter will be responsible for loading of bales at Assam Co-operative Jute Mills, Silghat and unloading at Concern PPC,**
7. **The rate for transportation of New Jute Gunny Bale should be quoted as per bale on point to point basis for the entire distance inclusive of all taxes (including GST).**
8. The queries /clarification relating to the tender document and the terms and conditions will be submitted only by e-mail at assam.samb@gmail.com till the closing of the bids.
9. Tender remains open for acceptance up to 15 days from the date of opening of Technical Bids.
10. The Chief Executive Officer, ASAMB may at his discretion, extend this day by 7 (seven) days and such extension shall be binding on the tenderers.
11. The quoted rate will be valid for a period of 9 (Nine) months under terms and conditions of



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ASAMB. At a later stage during the tender period, if the successful tender fails to carry out the transportation work at the quoted rate, then the Performance Security will be forfeited and the tender will be cancelled.

'No negotiation will be conducted with any of the bidders who participate in this tender'

12. E-Mail quotations will not be entertained.
13. Any defaulting contractors will not be allowed to participate in this process.
14. Volume of work may increase or decrease as per requirement of PPC.
15. The rates to be quoted will be inclusive of GST, if applicable.
16. The bales will be unloaded at designated location or other godown in the vicinity as decided by authority of the PPC.

The Chief Executive Officer, ASAMB reserves the right to accept/reject any or all tenders without assigning any reasons.

Sd/- BB Bhagawati, ACS
Chief Executive Officer
ASAMB, Guwahati.



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TENDER FORM
FOR
TRANSPORTION OF NEW GUNNY BALE

TECHNICAL BID



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IMPORTANT NOTE:

1	Date of Publication of notice inviting Tender	Date: 10-01-2022
2	Date and time for availability of MTF on website	Date: 10-01-2022 (10.00 AM)
3	Receiving/ Closing of Tender	Date: 21-01-2022 up to 3.00 PM
4	Date and time of opening of Technical bid	Date : 21-01-2022 Time: 3.30 PM.
5	Date and time of opening of Price bid	Shall be intimated by Competent Authority
6	Validity of Tender	The tender rate and offer shall remain open for acceptance for a minimum period of 15 days from the date of opening of Technical bid which shall be extendable for another 7 days at the discretion of the Competent Authority.
7	Name and Designation of Authority inviting tender	Chief Executive Officer, Assam State Agricultural Marketing Board, RK Mission Road, Ulubari, Guwahati-7.
8	The details of transferring money NEFT/ RTGS/ other electronic means is as	Account Name: Chief Executive Officer, Assam State Agricultural Marketing Board Bank: State Bank of India Branch: South Guwahati Branch Account No: 35080014544. IFS Code: SBIN0001244.

PLACE OF OPENING OF TENDERS:

Assam State Agricultural Marketing Board,
Ulubari, Guwahati, Assam.

ADDRESS FOR COMMUNICATION:

Assam State Agricultural Marketing Board, Ram
Krishna Mission Road, Ulubari, Guwahati-7
(Assam)

e-Mail :

assam.samb@gmail.com



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RAMKRISHNA MISSION ROAD, ULUBARI, GUWAHATI – 781 007

Invitation to Tender

Telephone No:

From: The Chief Executive Officer,
Assam State Agricultural Marketing Board,
RK Mission Road, Ulubari, Guwahati-7.

To: _____

Dear Sir(s),

For and on behalf of the Assam State Agricultural Marketing Board, Guwahati, (hereinafter called ASAMB) the Chief Executive Officer, ASAMB, Guwahati, invites Tenders UNDER TWO BID SYSTEM for Transportation of New Gunny Bales from the Assam Co-operative Jute Mills, Silghat to PPC on temporary basis.

Tenderers who fulfill the criteria/requirements may submit their offer in the prescribed Model Tender Form (MTF).

Chief Executive Officer
ASAMB



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GENERAL INFORMATION TO TENDERERS

1. QUALIFICATION CONDITIONS:

Only Transport contractors of State Govt. Departments/Central Govt. Departments/Corporations having experience in transportation works are eligible for participation in the tender process.

2. DISQUALIFICATION CONDITIONS:

- i. Tenderers who have been blacklisted or otherwise debarred by any department of State Govt. / Central or any other Public Sector Undertaking will be ineligible during the period of such black listing or for a period of 5 years from the date of blacklisting/debarment, whichever is earlier.
- ii. Any Tenderer whose contract with the any department of State Govt. / Central Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- iii. Tenderer who's Earnest Money Deposit and/or Performance Security has been forfeited by any department of State Government/ Central Govt. or any other Public Sector Undertaking, during the last five years, will be ineligible.
- iv. If the proprietor /any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- v. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the tenderer disqualified.

3. INSTRUCTIONS FOR SUBMITTING TENDER

The instructions to be followed for submitting the tender are set out below:

- i. The Tenderer must fill up and sign the forwarding letter in the format given in Appendix-I and also furnish full, precise and accurate details in respect of information asked for in Appendix-II attached to the form of tender. The filled and signed Appendices-I and Appendices-II are to be Xerox and enclosed with the Tender paper. Detailed instructions to bidders are available at Annexure.-II of MTF. Bidders are requested to read the instructions contained therein carefully & meticulously for submission of bids.
- ii. The ASAMB does not bind itself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered by the tenderer and the tenderer shall supply the same at the same rate quoted.

The tenderer shall quote the rate for transportation of New Gunny Bales from Assam cooperative Jute Mills, Silghat to ASAMB PPCs destination-wise per bale for entire distance inclusive all taxes (including GST). If the rate is quoted otherwise it shall be considered Invalid repeat Invalid.
- iii. The parties who are registered under the GST should only offer the tender duly indicating the Registration No. on the tender.
- iv. No Definite volume of work to be performed can be guaranteed during the currency of



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the contract. Volume of work may increase or decrease as per requirement of PPC.

4. EARNEST MONEY

- i. Each Tender must be accompanied by an Earnest Money Deposit amounting to Rs.500/- (Rupees Five Hundred only) as mentioned in the NIT, which must be submitted electronically through NEFT/RTGS/other electronic means by the tenderer in ASAMB A/c No.- 35080014544, SBI South Guwahati Branch, IFSC Code- SBIN0001244. The said transaction shall be done from the bidders own account only otherwise the tender will be summarily be rejected. Tender not accompanied by earnest money will be summarily rejected. In case of NEFT/RTGS/other electronic means the tenderer has to indicate transaction no. (UTR No.) of such payments appropriately in the Bid. The Tenderer shall be permitted to bid on the express condition that in case he/she revises, or modifies his/her offer, or terms & conditions thereof, after submitting his/her tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to be incorrect or false, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc. besides forfeiture of EMD. He/She will also be debarred from participating in any other Tender Enquiry with AFCSCCL for a period of three years.
- ii. The Earnest Money will be returned to all unsuccessful tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the acceptance letter in the case of all other Tenderers and to a successful Tenderer, after he/she has furnished the Performance Security, if he/she does not desire the same to be adjusted towards the Performance Security. No interest shall be payable on Earnest Money, in any case.

5. PERFORMANCE SECURITY

- i. The successful Tenderer shall furnish, within 7 (seven) working days of acceptance of his/her tender, a Performance Security @20% of the accepted contract value as onetime deposit.
 - (a) Performance Security shall be deposited in favour of the Chief Executive Officer, ASAMB, Guwahati.
 - (b) The Performance Security furnished by a tenderer would be subject to the condition that ASAMB is not held responsible for any loss that may result from the failure of the Bank or from any other cause.
 - (c) The ASAMB will not be liable for payment of any interest on the Performance Security for the time it is held by ASAMB.
 - (d) The successful tenderer will ensure that the necessary documents authorizing the person who has signed the tender to bind his/her firm or the company has been filled or registered with the appropriate authorities.
 - (e) Performance Security, which are not claimed within one years from the date of last supply or date of completion of work in all respects or payment of balance amount of final bill, which is later, shall be treated as having irrecoverably lapsed/become time barred.



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- ii. In case of failure of tenderer to deposit the Performance Security within 7 (seven) working days of acceptance of his/her tender, further extension of 7 (seven) working days can be given by Competent Authority, subject to levy of penalty at @ 1% of the whole amount of the Performance Security per day.
- iii. The Performance Security furnished by the Tenderer will be subject to the terms and conditions given in the Tender and ASAMB will not be liable for payment of any interest on the Performance Security.
- iv. In the event of the Tenderer's failure, after the communication of acceptance of the tender by ASAMB, to furnish the requisite Performance Security by the due date including extension period, his/her Contract shall be summarily terminated besides forfeiture of the Earnest Money and ASAMB shall proceed for appointment of another contractor on the risk and cost of the defaulter contractor. Any losses or damages arising out of and incurred by ASAMB by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of ASAMB under the Contract and Law. The contractor will also be debarred from participating in any future tenders of ASAMB for a period of **5 (five) years**. After the completion of prescribed period of **5 (five) years**, the party may be allowed to participate in the future tenders of ASAMB provided all the recoveries/ dues have been effected by ASAMB and there is no dispute pending with the contractor/party.

6. SUBMISSION OF TENDER

- i. The Technical Bid shall include the following: -
 - a. All the Annexures & Appendices of MTF duly filled in and signed on each page by the Tenderer.
 - b. Earnest Money Deposit details along with receipt if any.
 - c. List of Scanned copy of documents attached as per the format in Appendix-II, duly signed by the Tenderer.
- ii. Tender which do not comply with these instructions shall be summarily rejected.
- iii. Tenders not accompanied by all the Schedules/Annexures intact and duly filled in and signed may be summarily rejected.
- iv. It should be clearly understood by the Tenderer that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the tender.
- v. Any attempt by tenderer to change the format of any of the supporting documents of the MTF while uploading or any attempt to tinker with the software of the portal will render his/her tender liable for cancellation and his/her subsequent blacklisting.

7. OPENING OF TENDERS

The Technical Bid will be opened in the Assam State Agricultural Marketing Board, Ram Krishna Mission Road, Ulubari, Guwahati-7, at the fixed time and the date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid with the Bid Acknowledgement Receipt. **Price bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given.** The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of



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opening of the Price bids with the Bid Acknowledgement Receipt.

8. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Board shall (in addition to any criminal liability which the Tenderer may incur) debar his/her tender/bid from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his/her tender liable to rejection.

9. ASAMB reserves the right to reject any or all the tenders without assigning any reason and does not bind itself to accept the lowest or any tender. The successful Tenderer will be intimated of the acceptance of his/her tender by a letter/fax/email.
10. In case of any clear indication of cartelization, the Board shall reject the tender(s), and forfeit the EMD and their offer shall also not be considered for the next two years.

11. PRICE BID

The rate quoted must be per gunny bale basis for entire distance, freight, insurance & other incidentals, including GST. The rate must be clearly shown in figures and words in Indian currency only. Taxation issues shall be settled by the tenderer. The rate quoted shall remain firm throughout the period of contract i.e. it shall remain constant notwithstanding any changes to the tax structure, input costs etc.

12. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

The contractor shall perform the contract in all respect in accordance with the terms and conditions thereof.

13. DELIVERY SCHEDULE

- i. The Contractor shall undertake transportation work in accordance with the conditions of the contract. The Contractor shall comply with the instructions that the Board issues from time to time regarding the safe transit and delivery of the gunny bales within the stipulated time.
- ii. **The time is the essence of the contract.** Contractor will have to make delivery of the material to the designated PPCs under ASAMB to be indicated in the work order and unloading the same at the PPCs is to be borne by the contractor. All expenses up to the point of delivery including road transport charges for entire distance, transit insurance and all other incidental cost shall be borne by the contractor.
- iii. **The transportation work shall be completed within 7 (seven) days from the date of issue of work order for designated PPCs.**
- iv. **The contractor shall transport and make delivery of the exact quantity of Gunny bales to the designated PPC(s) as indicated in the work Order.**
- v. An extension of 7 (seven) days will be given @ LD (Liquidation Damage) charges @ 2% of contract value which shall be recoverable from the supplier. The date after 3 days of communication of detailed work order for nominated depots shall be treated as date for the purpose of computation of levying the liquidated damages.
- vi. The LD charges @ Rs. 500 per day shall be applicable on undelivered quantity of Gunny bales.
- vii. In case of failure of the contractor to carry out the transportation work even beyond this



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extended period, the Board shall arrange transportation at the risk and cost of the contractor. Further, failure of the contractor for more than 2 (two) occasions shall make him liable for termination of the contract, forfeiture of EMD/PS apart from black listing of the firm. The Tender shall be terminated and re-floated on the risk and cost of the contractor.

14. INSPECTION AND REJECTION

The inspection of the New Gunny Bales will be done by the team of officers nominated by ASAMB.

15. RECOVERY OF SUMS DUE

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor/supplier, the sums due to the contractor, under the contract or any other contract with ASAMB, if such sum even is not sufficient to cover the full amount recoverable, the contractor shall on demand pay to the purchaser the balance remaining due.

For the purpose of this clause, where the contractor is a partnership firm, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm, whether in his/her individual capacity or otherwise.

16. INDEMNITY

The contractor shall at all times indemnify the purchaser against all claims which may be made in respect of the items transported.

17. INSOLVENCY AND BREACH OF CONTRACT

The ASAMB may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events, that is to say: -

- i. If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his/her estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his/her effects or enter into any arrangement or composition with his/her creditors or suspend payment or if the firm be dissolved under the Partnership Act;
- ii. If the contractor being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager or behalf of the Debenture holders is appointed circumstances shall have arisen which entitle the court or Debenture holders to appoint a receiver, liquidator or Manager;
- iii. If the contractor commits any breach of the contract not herein specifically provided for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the extra expenditure he/she/they is thereby put to and the contractor shall under no circumstances be entitled to any gain on purchase.

18. MSME RESERVATION

Such Small Scale Units registered with the National Small Industries Corporation under revised scheme who can produce certificate of competency for manufacture/supply/ transportation of



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the above said Gunny bales would be issued tender forms free of cost, and will also not be required to submit the requisite Earnest Money as per Ministry of MSME DO letter No. 21(1)/2011-M.A., dated 25.04.2012. The Public Procurement Policy order 2012 supersedes all previous orders/ circulars/ letters. This concession will not be available to the parties who do not furnish Registration and Competency Certificate mentioned in the paragraph.

- (a) Tender documents shall be provided free of cost to Micro & Small Enterprises (MSEs);
- (b) MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSEs registered under Udyam registration with five-digit NIC code 49231;
- (c) The MSEs must also indicate the Udyam registration with date;
- (d) In case the MSE does not fulfill the criteria (b) and (c) above, such offers will not be liable for consideration of benefits.

Sd/- BB Bhagawati, ACS
Chief Executive Officer
ASAMB, Guwahati.



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ANNEXURE-I

Terms and Conditions governing contracts for Transportation of New Gunnies:

I. DEFINITIONS:

1. In the contract and the General and Special conditions governing it, unless the context otherwise requires: -
 - a. “ASAMB” means the Assam State Agricultural Marketing Board a body corporate constituted under the Assam Agricultural Produce Market Act, 1972 by the Govt. of Assam and will include its Chief Executive Officer and its successor, successors and assigners, or its duly authorized officers;
 - b. “Acceptance of Tender” means the letter of memorandum communicating to the contractor, the acceptance of his/her tender and includes an advance acceptance of his/her tender by email/fax/letters etc;
 - c. The term “Contract” shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, Acceptance of tender and such general and special conditions as may be added to it;
 - d. The term “Contractor/Trader” shall mean and include the Person(s), Firm or Company with whom the contract has been placed including their heirs, executors, administrators and successors and the permitted assignees as the case may be;
 - e. “Material” means anything used in the manufacture of Jute bags;
 - f. “Particulars” include-
 1. Specifications,
 2. Any other details governing the construction, manufacture of supply or transportation of Gunny bales (50 Kg filling) may be prescribed by the contract;
 - g. “Purchase Officer” means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of ASAMB;
 - h. “Purchaser” means ASAMB;
 - i. “Signed” includes stamped, except in the case of an acceptance of tenderer or any amendment thereof;
 - j. “New Gunnies” means the **New Gunnies** specified in the tender documents which the contractor has agreed to supply under the contract;
 - k. “Work Order” means order for transportation of New Gunnies and includes an order for performance of service;
 - l. “Quantity” means the quantity specified in the tender papers;
 - m. “Writing” includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
2. The delivery of gunny bales shall be deemed to take place on delivery of the article in accordance with the terms of the contract.



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3. Words in the singular include the plural and vice versa.
4. Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or body of individuals, whether incorporated or not.
5. The heading of these conditions shall not affect the interpretation or construction thereof.
6. Terms and expressions not herein defined shall have be meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as the case may be.

II. PARTIES TO THE CONTRACT

1. The Parties to the contract are the Contractor and the Assam State Agricultural Marketing Board represented by the Chief Executive Officer or any other person authorized and acting on his/her behalf.
2. The person signing the tender or any other documents forming part of the tender on behalf of any other person or a firm shall be deemed to warrant that he/she has authority to bind such other person or the firm as the case may be in all matters pertaining to the contract. If at any stage, it is found that the person concerned had no such authority, the Assam State Agricultural Marketing Board may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.
3. Notice or any other action to be taken on behalf of the Assam State Agricultural Marketing Board may be given/taken by the Chief Executive Officer or any officer so authorized and acting on his/her behalf.

III. ADDRESS OF THE CONTRACTOR AND NOTES AND NOTICES AND COMMUNICATIONS ON BEHALF OF THE PURCHASER

1. For all purpose of the contract including cases in the court of law having competent jurisdiction, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by Registered Post Acknowledgement due to the Chief Executive Officer Assam State Agricultural Marketing Board, Guwahati.
2. The contractor shall be solely responsible for the consequences of an omission to notify a change of address in the manner aforesaid.
3. Any communication or notice on behalf of the purchaser, in relation to the contract may be issued to the contractor by a purchase officer and all such communications and notices may be reserved on the contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery, email at the option of such officer.
4. **AUTHORITY OF THE CHIEF EXECUTIVE OFFICER OR ANY OFFICER ACTING ON HIS/HER BEHALF:** For all purpose of the contract including cases in the court of law having competent jurisdiction, proceedings thereunder the Chief Executive Officer of ASAMB or any other officer authorized to act on his/her behalf shall be entitled to exercise all the rights and powers of the Purchaser.



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IV. CONSTITUTION OF CONTRACTOR

1. Contractor(s) shall, in the tender, indicate whether he/she/they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company or LLP or a Public Limited Company incorporated in India or a Trader. The composition of the partnership, or names of Directors of Company or name of Trader, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his/her acts shall be binding on the Contractor.
2. If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of ASAMB till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences flowing there from.
3. The Contractor shall notify to ASAMB the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, ASAMB shall have the right to terminate the Contract.

V. PERIOD OF CONTRACT

1. **The Contract shall remain in force up to 30th September, 2022 from the acceptance of tender.**
2. The CHIEF EXECUTIVE OFFICER reserves the rights to terminate the Contract at any time during its currency without assigning any reasons thereof, by giving 15 (fifteen) days' Notice in writing to the Contractor at the notified address and the Contractor shall not be entitled to any compensation by reason(s) of such termination. The action of the CHIEF EXECUTIVE OFFICER under this clause shall be final, conclusive and binding on the Contractor.

VI. PERFORMANCE SECURITY AND ITS REFUND

1. The successful Tenderer shall furnish within 15 (fifteen) working days of acceptance of his/her tender, a Performance Security for the due, proper and complete discharge of all their obligations under the Contract.
2. **Upon satisfactory performance of the contract and on completion of all the obligations by the contractor under the terms of contract and on submission of “No Due Certificate” from the concerned PPC In-Charge of ASAMB and after complying all other provisions of Clause VI of Performance Security and its Refund, the Performance Security will be refunded to the contractor subject to deductions, if any from the Security as may be necessary for recovering the claims of Assam State Agricultural Marketing Board against the contractor. The Assam State Agricultural Marketing Board will not be liable for payment of any interest on the Performance Security.**
3. The Chief Executive Officer shall have the rights to forfeit the entire or part of the amount of Performance Security lodged by the contractors or to appropriate the Performance Security or any part, thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by ASAMB. The decision of the Chief Executive Officer in respect of such losses, damages,



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charges, costs or expenses shall be final and binding on the contractors.

4. Whenever the Performance Security falls short of the specified amount, the Contractor shall make good the deficit, so that the total amount of Performance Security shall not at any time, be less than specified amount.
5. In the event of the Tenderer failure, after the communication of acceptance of the tender by ASAMB, to furnish the requisite Performance Security by the due date including extension period, his/her/their Contract shall summarily be terminated besides forfeiture of the Earnest Money and ASAMB shall proceed for appointment of another contractor. The contractor will also be debarred from participating in any future tenders of ASAMB for a period of 5 (five) years. After the completion of prescribed period of 5 (five) years, the party may be allowed to participate in the future tenders of ASAMB provided all the recoveries/ dues have been effected by ASAMB and there is no dispute pending with the contractor/party.

VII. LIABILITY OF CONTRACTOR FOR LOSSES ETC. SUFFERED BY ASAMB

The contractor shall be liable for all costs, damages, charges and expenses suffered or incurred by ASAMB due to the contractor's negligence and un-workman like performance of any services under this contract or breach of any terms thereof and for all damages or losses occasioned to ASAMB due to any act whether negligent or otherwise of the contractor themselves or his/her/their employees. The decision of the Chief Executive Officer, ASAMB regarding such failure of the contractor and his/her liability for the losses etc. suffered by ASAMB and the quantification of such losses, shall be final and binding on the contractor. Should this sum also be not sufficient to cover the full amount claimed by ASAMB, the contractor shall pay to ASAMB on demand, the remaining balance of the aforesaid sum claimed.

VIII. SUMMARY TERMINATION

1. In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his/her/their business or making arrangements with his/her/their creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Chief Executive Officer, ASAMB shall be at liberty to terminate the contract forthwith, without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and to claim from the contractor any resultant losses sustained or costs incurred by ASAMB.
2. The Chief Executive Officer, ASAMB also have without prejudice to other rights and remedies, the right, in the event of breach by the contractor of any of the terms and conditions of the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the contractor and/or forfeit the Performance Security or any part thereof, for the sum or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by ASAMB due to contractor's negligence or un-workman like performance of any of the services under the contract.

IX. SET OFF

1. Any sum of money due and payable to the contractor (including Performance Security



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refundable to the contractor) under this contract may be appropriated by ASAMB and Set off against any claim of ASAMB for the payment of any sum of money arising out of or under this contract or any other contract made by the contractor with ASAMB.

2. ASAMB reserves the right to claim from the tenderer/bidder any amount of taxes, interests, penalties & litigation costs, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

X. PAYMENT

1. Payment will be made to the contractor by ASAMB, in accordance with the terms of contract on submission of bill accompanied with the acknowledgement and certificate by the respective PPC In-charge based on random checking.
2. Unless otherwise agreed upon between the parties, payments for delivery of the New Gunnies (50 Kg filling) will be made on submission of bills in accordance with the instructions given in the 'Acceptance of Tender'. The payment shall be released through NEFT/RTGS/other electronics means only and it shall be responsibility of the tenderer to provide the necessary bank details.
3. The Contractor should raise proper GST invoice along with the bills for payment against the executed work. The tenderer/bidder, registered under GST (if applicable) shall ensure that the invoice to be raised with ASAMB is compliant with the provisions of the GST law and contains the requisite details in an accurate manner for claiming of tax credits by ASAMB. The ASAMB reserves the right to release the payment of GST amount (if applicable) only post matching of the invoices in the GSTN system. This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST returns of the said month.
4. **The ASAMB shall not be liable for payment of any interest on any bill outstanding for payment.**

XI. FORCE MAJEURE

1. A Force Majeure means– any event or circumstance or a combination of events such as: drought, lightning, earthquake, landslides, tempest, cyclone and other unusual or extreme adverse weather or environmental conditions, transporter's agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity, any event or circumstances of a nature analogous to the foregoing, which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder, which are of an incapacitating nature and of a severe magnitude and have an Material Adverse Effect on the affected Party's obligations under this Agreement.
2. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.



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XII. PROCEDURE FOR FORCE MAJEURE

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within 7 (seven) days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within 7 (seven) days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement, but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

XIII. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION

1. The contract will be governed by the laws of India for the time being in force.
2. In case of any dispute arising out of the contract, the same will be first referred to the Dispute/Grievance Redressal Committee constituted and functioning at ASAMB, with a view to settle the disputes. If any disputes remain thereafter, the same will be settled in the Court of Law having jurisdiction within the State of Assam.

XIV. RISK AND COST

In the event of the Tenderer failure to undertake transportation work within the stipulated time period, his/her/their Contract shall be summarily terminated besides forfeiture of the Earnest Money/PS and ASAMB shall proceed for appointment of another contractor at the Risk and Cost of the defaulting contractor. Any losses or damages arising out of and incurred by ASAMB by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of ASAMB under the Contract and Law. The contractor will also be debarred from participating in any future tenders of ASAMB for a period of 5 (five) years. After the completion of prescribed period of 5 (five) years, the party may be allowed to participate in the future tenders of ASAMB provided all the recoveries/ dues have been effected by ASAMB and there is no dispute pending with the contractor/party.



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TENDER SUBMISSION UNDERTAKING

Date:.....

To,

The Chief Executive Officer,
Assam State Agricultural Marketing Board.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: <https://asamb.assam.gov.in> as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. ___ to ___ (including all documents like annexure(s), appendixes, schedule(s) etc.), which form part of the contract agreement and I/we shall hereby abide by the terms & conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of abovementioned tender document(s)/corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposited absolutely along with taking action as per other remedies available under law.
6. It is also to certify that no toxic material has been used earlier filled in the bags or in other words bags were not used for storing toxic materials/fertilizers/cement etc. which are harmful to food grains.
7. If at any stage of contract, it is found that the New Gunnies supplied are not suitable for storing food grains, action as deemed fit may be taken against us.

Yours Faithfully,

(Signature of the Bidder with Official Seal)



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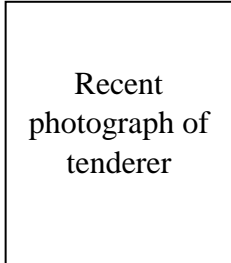
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APPENDIX-I

(Reference Para 3(i) of General Information to Tenderers)

FORWARDING LETTER



From (full name & address of the tenderer):

To,

The Chief Executive Officer,
Assam State Agricultural Marketing Board,
RK Mission Road, Ulubari, Guwahati-7.

Dear Sir,

- 1. I/We submit the Tender for transportation of New Gunny Bales.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the tender document, invitation to tender, General Information to Tenderer and its annexure & appendix and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to _____ and inclusive of _____ and to the extension of the said date by 7 (seven) days, in case it is so decided by the Chief Executive Officer, ASAMB. I/We shall be bounded by communication of acceptance of the offer dispatched within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for ASAMB, the offer will remain open for acceptance till the next working day.
4. I/We have deposited EMD of Rs. _____ (Rupees _____ (in words) through NEFT/RTGS/other Electronic means vide UTR No. _____ in the Bank Account No. _____ . Bank/Branch _____ as mentioned in tender document. In the event of my/our tender being accepted, I/We agree to furnish within 7 (seven) working days of acceptance of the tender Performance Security as stipulated in the Tender.
5. I/We do hereby declare that the entries made in the Tender and Appendixes/Annexure attached therein are true and also that I/We shall be bounded by the act of my/our duly constituted Attorney.
6. I/We hereby declare that my/our Firm/Company has not been blacklisted or otherwise debarred during the last 5 (five) years by the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions. (*)



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OR

I/We hereby declare that I/We, my/our Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____, which period has expired on _____ (Full details of the reasons for blacklisting/ debarring, and the communication in this regard, should be given)(*).

(*) (Strike out whatever is not applicable)

7. **I/We hereby declare that no contract entered into by me/us, my/our Firm/Company with ASAMB or any department of Central or State Government or any other Public Sector Undertaking or any other client, has been terminated before the expiry of the contract period at any point of time during the last 5 (five) years.**
8. **I/We hereby declare that the Earnest Money Deposit and/or Performance Security has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/us my/our Firm/Company with ASAMB, or any department of Central or State Government or any other Public Sector Undertaking during the last 5 (five) years.**
9. **I/We hereby declare that I/We have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of 3 (three) years or more.**

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Assam State Agricultural Marketing Board shall have the right to disqualify me/us without giving any notice or reason thereof or summarily terminate the contract, without prejudice to any other rights that ASAMB may have under the Contract and Law.

(Signature of tenderer)

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APPENDIX-II

(Reference Para 3(i) of General Information to Tenderers)

(TO BE FILLED IN BY THE TENDERER)

1	Name, date of birth and address of the tenderer, email ID and contact no.	
2	Composition of tenderer/ contractor/ trader- please state whether tenderer is a proprietor concern, trader or registered partnership firm / private limited company / LLP. The name of proprietor/ all the names of partners/ directors of company as applicable should be given.	
3	Business in which the tenderer is employed with particulars of the Head Office, branches, if any, are located.	
4	ITR of the tenderer	
5	PAN Card of the tenderer.	
6	GST Registration no.	
7	Experience in transporting gunnies in the preceding/current 3 (three) years a) If Yes, state the experience and relevant documents are to be attached b) If no, willingness to submit additional 50% Performance Security	
8	Whether MSME registered, if so details of Udyam registration no. & date	

List of Documents Attached

1. Forwarding Letter.
2. Tender Submission Undertaking.
3. All supporting documents **including tender document have to be signed, scanned and uploaded** in the Technical Bid.
4. Price bid (Annexure-III) has to be scanned and uploaded.
5. List of documents enclosed.

Documents Required:

1.	Attested copy of registered Deed of Partnership/Memorandum and Articles of Association/Bye-laws/Certificate of Registration etc. as applicable	Yes/No
2.	Power of Attorney of person signing the tender, if applicable.	Yes/No
3.	NSIC/MSME UDYAM registration should be attached, wherever applicable.	
4.	Copy of Income Tax Return	Yes/No
5.	Copy of PAN Card	Yes/No
6.	Copy of GST Registration Certificate.	Yes/No
7.	Transportation orders, turn over/Bill claims or VAT/GST returns to support that tenderer had supplied/executed work order worth of at least Rs. 2.50 lakhs in one of the preceding/current 3 (three) financial years for transporting new Gunny bales.	Yes/No
8.	Willingness letter of Tenderer to submit additional 50% Performance Security, wherever applicable	Yes/No
9.	Proof of payment of Tender Cost / EMD	Yes/No

(Signature & Seal)

(Authorized Signatory)



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PRICE BID

FOR

TRANSPORTATION OF NEW GUNNY BALES



GOVERNMENT OF ASSAM

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APPENDIX-III

**PRICE BID
FOR
TRANSPORTATION OF NEW GUNNY BALEA ON POINT TO POINT BASIS**

SERVICES	RATE PER BALE BASIS (Rs.)
For transportation of New Gunny Bale from Assam Co-operative Jute Mills, Silghat to PPC _____ for entire distance on Point to Point Basis.	Rs. _____ (Rupees _____)

Signature of Tenderer: _____

Name of the Firm/Company: _____

Date & Seal: _____