



Tender Notice No. : VKY/2015/2058/DSAG

TENDER DOCUMENT

For

SELECTION OF AGRICULTURE SERVICE PROVIDER (ASP) UNDER
AGRICULTURE DIVERSIFICATION PROJECT IN ITDP AREAS OF GUJARAT



Through online e-tendering process only

Development Support Agency of Gujarat,
Birsa Munda Bhawan, Sector 10/A
Gandhinagar 382010, Gujarat
Phone: (079) 23257444; Fax: (079) 23252258
e-mail: ceo-dsag@gujarat.gov.in
<http://vky.gujarat.gov.in/>

April 2015

Price : Rs. 5,000/- (Rupees Five Thousand Only)



Notice Inviting On-line Tender

Details about Tender: Tender Notice No. VKY/2015/2058/DSAG

Department Name	:	Tribal Development Department
Circle	:	Chief Executive Officer Development Support Agency of Gujarat Birsa Munda Bhawan, Sector 10/A, Gandhinagar -382010
Division	:	-
IFB No./ Tender Notice No.	:	Tender Notice No. VKY/2015/2058/DSAG
Name of Project	:	Agriculture Service Provider under Agriculture Diversification Project in Tribal Areas of Gujarat
Name of Work	:	Selection of Agriculture Service Provider (ASP) under Implementing Agriculture Diversification Project in ITDP Areas of Gujarat
Estimated Contract Value (INR)	:	-
Period of Completion	:	
Bidding Type	:	Open
Bid Call (Nos.)	:	1
Class of Bidder	:	Not Applicable
Tender Currency Type	:	Single
Tender Currency Settings	:	Indian Rupee (INR)
Joint Venture	:	Not Applicable
Rebate	:	Not Applicable
<i>Amount Details</i>		
Bid Document Fee	:	Rs.5,000/- in form of Demand Draft
Bid Document Fee Payable to	:	“Development Support Agency of Gujarat” payable at Gandhinagar
Bid Security /EMD (INR)	:	Rs.20 lakhs/- (Rupees Twenty Lakhs only).
Bid Security/ EMD in favour of	:	“Development Support Agency of Gujarat” payable at Gandhinagar
<i>Tender Dates</i>		
Bid Document Downloading Start Date	:	22/04/2015
Bid Document Downloading End Date	:	12/05/2015 14:00hrs
Last Date & Time for Receipt (Submission) of Bids	:	12/05/2015 14:00hrs
Date of Tender opening	:	12/05/2015 16:00hrs
Bid Validity Period	:	180 days from opening of price bid
Submission of certain documents, etc.	:	Submission of EMD, Tender fee and other Documents 12/05/2015 upto 16.00 hrs in the office of the Chief Executive Officer, Development Support Agency of Gujarat, Birsa Munda Bhawan, Sector 10/A, Gandhinagar -382010
Remarks	:	Bidder shall submit their offer in electronic format on website, after digitally signing the same. Offers which are not digitally signed will not be accepted. No offer in physical form will be accepted and any such offer is received by the Chief Executive Officer, Development Support Agency of Gujarat Birsa Munda Bhawan, Sector 10/A, Gandhinagar -382010 will be outright rejected.
Phone	:	079-23257444



<i>Other Details</i>		
Officer Inviting Bids	:	Chief Executive Officer Development Support Agency of Gujarat Birsa Munda Bhawan, Sector 10/A, Gandhinagar -382010
Bid Opening Authority	:	Chief Executive Officer Development Support Agency of Gujarat Birsa Munda Bhawan, Sector 10/A, Gandhinagar -382010

General Terms and Conditions

- (1) Bidders can download the tender document free of cost from the website.
- (2) Bidders have to submit Price bid in Electronic form only on nprocure website till the Last Date & time for submission.
- (3) Offers in physical form will not be accepted in any case.
- (4) Free vender training camp will be organized every Saturday between 4.00 to 5.00 PM at (n) Code Solutions – A Division of GNFC Ltd. Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure/ should have legally valid Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of license certifying Authority of India or can contact (n) Code Solutions – A division of GNFC Ltd., who are licensed Certifying Authority by Govt. of India.

All bids should be digitally signed, for details regarding digital signature certificate related training involved the below mentioned address should be contacted:

(n) Code Solutions
A Division of GNFC
301, GNFC Infotower, Bodakdev
Ahmedabad –380 054 (India)
Tel: +91 26857316/ 17/ 18
Fax: +91 79 26857321
E-mail: nprocure@gnvfc.net
Website: www.nwr.nprocure.com
Toll Free: 1800-233-1010(Ext.321)

Other Terms and Conditions are as per detailed tender documents.

**CONTENTS**

CHAPTER NO.	PARTICULARS	PAGE NO.
	INVITATION FOR BIDS (IFB)	
I.	INSTRUCTIONS TO THE BIDDER	
II.	GENERAL TERMS AND CONDITIONS	
III.	TERMS OF REFERENCE	
IV.	SPECIFIC TERMS AND CONDITIONS OF CONTRACT	
V.	ANNEXURES	

**DETAILED CONTENTS**

Sr. No.	Particulars	Page No.
	INVITATION FOR BIDS (IFB)	
Chapter1	INSTRUCTIONS TO THE BIDDER	
Article 1	Definitions 14	
Article 2	Proposed Project 15	
Article 3	Eligibility Criteria for Bidders	
Chapter II	GENERAL TERMS AND CONDITIONS	
Article 1	Checklist of Documents Comprising the Bid	
Article 2	Bidding Document	
Article 3	Clarification on Bidding Documents	
Article 4	Amendment of Bidding Documents	
Article 5	Language of Bid	
Article 6	Cost of Bidding	
Article 7	Bid Forms	
Article 8	Fraudulent and Corrupt Practice	
Article 9	Lack of Information to Bidder	
Article 10	Contract Obligations	
Article 11	Bid Price	
Article 12	Bid Currency	
Article 13	Bid Security/Earnest Money Deposit (EMD)	
Article 14	Period of Validity of Bid	
Article 15	Format and Signing of Bid	
Article 16	Sealing and Marking of Bid	
Article 17	Bid Due Date	
Article 18	Late Bid/Conditional Bid	
Article 19	Modification and Withdrawal of Bid	
Article 20	Opening of bids by DSAG	
Article 21	Contacting DSAG	
Article 22	Bid Evaluation	
Article 23	DSAG's Right to Vary Scope of Contract	
Article 24	DSAG'S Rights to accept any bid and to reject any or all bids	
Article 25	Notification Of Award & Signing Of Contract	
Article 26	Performance Guarantee	
Article 27	Payment Terms	
Article 28	Penalty	
Article 29	Patent Rights	
Article 30	DSAG's Right To Award The Contract To One Or More Bidders	
Article 31	DSAG Framework Manuals	
Article 32	Contract Period	
Article 33	Bidders Obligation	
Article 34	DSAG'S Obligation	
Article 35	Acceptance And Quality Check By Third Party Agency	
Article 36	Liquidated Damages	
Article 37	Termination of Contract	
Article 38	No Claim Certificate	
Article 39	Suspension	
Article 40	Transfer On Completion Of Contract Period	
Article 41	Details To Be Kept Confidential	
Article 42	Transfer of Rights	
Article 43	Implementation Schedule	



Sr. No.	Particulars	Page No.
CHAPTER-III	TERMS OF REFERENCE	
Article -1	Introduction	
Article-2	Overview of Indicative Roles of Different Stake-Holders	
Article-3	Seed and Yield	
Article-4	Training	
Article-5	Handholding	
Article-6	Fertilizer	
Article-7	Pesticide	
Article-8	Testing	
Article-9	Agricultural Practice	
Article-10	Post Harvest Soil Condition	
Article-11	Market Linkage	
Article-12	Notification of Award & Signing of Contract 26	
Article-13	Performance Guarantee	
Article-14	Payment Terms	
Article-15	Penalty	
Article-16	Patent Rights	
Article-17	The DSAG's Right to Award the Contract to any one or more Bidders	
Article-18	Project Monitoring	
Article-19	Equipment/ Produce Requirement	
Article-20	ASP Team	
Article-21	Role of NGO	
Article-22	Role of DSAG	
Article-23	Service Performance Requirement	
Article-24	Additional as well as New Acreage and SEEDS/ Seeds	
Article-25	Standby Technical Support Workers	
Article-26	DSAG Framework Manuals	
CHAPTER IV	ANNEXURES	
Annexure – 1	FINANCIAL BID FORMAT	
Annexure – 2	PROFORMA OF GENERAL POWER OF ATTORNEY	
Annexure – 3	PERFORMANCE GUARANTEE FORMAT	
Annexure – 4	PROFILE OF THE BIDDER	
Annexure – 5	CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA	
Annexure – 6	CHECKLIST FOR FULFILLMENT OF EVALUATION CRITERIA	



INVITATION FOR BIDS (IFB)

Development Support Agency of Gujarat (DSAG), an autonomous society promoted under the Tribal Development Department of Government of Gujarat, has been mandated to assist in implementation of the Chief Minister's Ten Point Programme (Vanbandhu Kalyan Yojana) for development of ST areas.

Government efforts are making impact on the life of ST farmers in areas like livestock development, water conservation, tribal haat, vegetable collection centers etc. Through the efforts of the Government some areas of the 14 districts where there is major concentration of ST population, farmers have started taking more than one crop per annum due to availability of irrigation water. However, due to low land holding, the farm practices followed are unscientific. Physically demanding farm operations are taking the toll of the women folk of the ST families while losing on the opportunity to generate additional income from non-farm activities like animal husbandry.

Lack of knowledge of correct agricultural practices and poor market linkage with low land holdings lead to low income for the small and marginal ST farmers. The Tribal Development Department, through its agency the Development Support Agency of Gujarat (DSAG), desires to provide vegetable seeds as well as comprehensive agriculture extension services in the ITDP areas. The Chief Executive Officer, DSAG invites Agriculture Service Provider (ASP) to set up an arrangement to provide the required services so as to achieve improvement in farm practices and thereby upliftment of the ST farmers.

Proposal in the form of BIDs in duplicate is requested in complete accordance with the documents/attachments as per following guidelines.



SCHEDULE FOR INVITATION OF TENDER

TENDER NAME: SELECTION OF AGRICULTURE SERVICE PROVIDER UNDER AGRICULTURE DIVERSIFICATION PROJECT IN ITDP AREAS OF GUJARAT

To	
	Issue of Tender From 22/04/2015 at 11.00 hrs to 12/05/2015 upto 14.00 hrs.
	Bid Due Date: 12/05/2015 upto 14.00
	Bid Submission Address: Chief Executive Officer, Development Support Agency of Gujarat, Birsa Munda Bhawan, Sector 10/A, Gandhinagar
	Technical Bid Opening Date & Time: 12/05/2015 upto 16.00 hrs.
	Venue: Office of the Chief Executive Officer, Development Support Agency of Gujarat Birsa Munda Bhawan, Sector 10/A, Gandhinagar

Note:

1. Please address all queries and correspondence to the Chief Executive Officer, Development Support Agency of Gujarat, Birsa Munda Bhawan, Sector 10/A, Gandhinagar, Gandhinagar or DSAG email address ceo-dsag@gujarat.gov.in
 2. If the Office of the Development Support Agency of Gujarat happens to be closed on the day of receipt of the bids as specified, the bids will be received and opened on the next working day on opening of the Office upto the same time and at the same venue.
- 2 Please quote Ref. Number in all your correspondence.

General Instructions

- 1.0 Bidders who wish to participate in this selection process will have to register on <https://www.nprocure.com>. Further, participating Bidders will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from (n) Code Solutions – a Development Support Agency of Gujarat” payable at Gandhinagar. division of GNFC Limited, or from any other agency licensed by Controller of Certifying Authority. Government of India. Bidders who already have a Digital Certificate need not procure a new digital certificate.
- 2.0 **Technical Bid:** Bidders shall submit physically their bids in **TWO SEPARATE PARTS** in sealed envelopes super-scribed with due date, time, project and nature of bid).

PART-I: Bid Security and Price of one copy of the Tender Document in a separate sealed envelope superscripted with the Tender Document number. Please enclose **EMD** of Rs.20,00,000/- (Rupees Twenty Lakhs only) and Price of one copy of the Tender Document of Rs 5,000/- in form of two Demand Drafts drawn in favour of “ Development Support Agency of Gujarat, Gandhinagar.”



PART-II: Original and one copy of TECHNICAL BID complete with all technical and commercial details except the prices. Original printed document shall be considered as authentic.

Note: Filling up prices in Part II will render the Bidder disqualified.

The envelopes containing Part-I and Part-II of offer should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips shall be filled and pasted on the envelopes. All pages of the offer must be signed.

- 3.0 **Financial Bid:** Bidder shall submit the **FINANCIAL BID** online only.
- 4.0 Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading "Deviations".
- 5.0 Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- 6.0 Bidder shall quote the prices of services as mentioned valid for 180 days.
- 7.0 The price of one copy of the Tender Document is Rs. 5,000/-, which can be paid by crossed Demand Draft. The Demand Draft may be drawn in favour of 'Development Support Agency of Gujarat' payable at Gandhinagar.

Yours faithfully,
For and on behalf of

Chief Executive Officer
Development Support Agency of Gujarat (DSAG),
Office of the Development Support Agency of Gujarat (DSAG)
Gandhinagar



**To be pasted on the outer envelope containing Bid Security,
Tender Fees & Technical bid.**

Important Data

DO NOT OPEN – THIS IS A BID

PROJECT		Selection of Agriculture Service Provider (ASP) for under Agriculture Diversification Project in ITDP Areas of Gujarat
Due Date	:	
Time	:	14.00 Hrs
From		To
<Name of Bidder>		Development Support Agency of Gujarat
<Address>		Office of the Development Support Agency of Gujarat Sachivalaya Block No.8, 2 nd Floor Gandhinagar
<Phone no.>	:	(079)23257444
<Fax no.>	:	(079)23257678



**To be pasted on the outer envelope containing Bid Security,
Tender Document Price.**

DO NOT OPEN – THIS IS A BID

Bid Security

PROJECT		Selection of Agriculture Service Provider (ASP) under Agriculture Diversification Project in ITDP Areas of Gujarat
Due Date	:	
Time	:	
From		To
<Name of Bidder>		Development Support Agency of Gujarat
<Address>		Office of the Development Support Agency of Gujarat Birsa Munda Bhawan, Gandhinagar
<Phone no.>	:	(079)23257444
<Fax no.>	:	(079)23257678



To be pasted on the outer envelope containing Technical Bid.

DO NOT OPEN – THIS IS A BID

Technical Bid

Original/Copy-1

PROJECT		Selection of Agriculture Service Provider (ASP) under Agriculture Diversification Project in ITDP Areas of Gujarat
Due Date	:	
Time	:	14.00 Hrs
From		To
<Name of Bidder>		Development Support Agency of Gujarat
<Address>		Office of the Development Support Agency of Gujarat, Birsa Munda Bhawan, Gandhinagar
<phone no.>	:	(079)23257444
<fax no.>	:	(079)23257678



CHAPTER – I

INSTRUCTIONS TO THE BIDDER

ARTICLE-1: DEFINITIONS

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) “Agreement” means the document signed by the Chief Executive Officer, Development Support Agency of Gujarat, (DSAG) and the Bidder that incorporates any final corrections or modification to the Tender and is the Legal document binding both the parties to all terms and conditions of the Contract.
- 2) “Bid” means the complete bidding document submitted by the Bidder to the Development Support Agency of Gujarat (DSAG) and shall include any corrections, addenda and modifications made therein.
- 3) “Bidder” shall mean a corporate entity or a society or a corporation or a trust or a firm eligible to participate in the Tender in the stages of Pre-qualification, Bidding process and shall include the successful Bidder during the currency of the Contract.
- 4) “Contract Period” shall mean entire term of the contract as indicated in the Article 1, Chapter IV.
- 5) “Contract” shall include the Terms of Reference as outlined under Chapter III within time limits indicated under Article 1, Chapter IV for which the Bidder shall be paid in accordance with the terms and conditions of the Agreement.
- 6) “Corrupt Practice” means the offering, giving, receiving or soliciting of any thing of value, pressurizing to influence the action of a public official in the process of Bidder selection and Contract execution.
- 7) “Department” shall mean Tribal Development Department of the Government of Gujarat or any other Department or Agency notified by the State for this purpose.
- 8) “Financial Capability” means financial worthiness of Bidders as per the terms of the Tender.
- 9) “Government” shall mean the Government of Gujarat.
- 10) “Local Language” means the language declared by the concerned State Government as their official language.
- 11) “Tenderer” means the organization/institution, which is floating this tender i.e. Development Support Agency of Gujarat (DSAG), Office of the Development Support Agency of Gujarat (DSAG), Gandhinagar.
- 12) “Total Accepted Tender Value” means the total value of services and supplies as covered under this Tender and agreed upon by the Tenderer and the Bidder.



ARTICLE-2: PROPOSED PROJECT: AGRICULTURAL SERVICE PROVIDER (ASP) FOR SCHEDULED TRIBE (ST) AREAS OF GUJARAT

The Scheduled tribe (ST) belt runs through the eastern part of Gujarat and consists of districts viz. Valsad, Dangs, Navasari, Surat, Chhotaudepur, Bharuch, Narmada, Tapi, Panchmahals, Dahod, Sabarkantha and Banaskantha. Agriculture is the main occupation of majority of the people and is mainly rain dependent. Since the income from agriculture is not enough to sustain their basic needs, they also migrate as unskilled labourers in construction and agriculture. The Scheduled tribe (ST) farmers have low purchasing power and hence initial investment and support of the Government is required for Seeds, fertilizers, pesticides, etc. Illiteracy and lack of awareness of current agricultural practices as well as lack of market linkages prove to be major constraints in usage of seeds. Further the Scheduled tribe (ST) area is rain deficient and therefore appropriate crop and seed selection plays a major role in ensuring viability of seeds.

Tribal Development Department, Government of Gujarat is implementing projects aimed at doubling the income of participating farmers from farming activities and in the long run the project aims to improve the viability of the agricultural diversification for socio-economically weaker ST farmers (refer <http://vky.gujarat.gov.in/>). TDD/ DSAG now desires to increase the variety of seeds, geographical locations as well as land area to be served for provision of comprehensive agriculture extension service, close monitoring and supply of all the required agri inputs. This tender is precursor to wider and broader coverage of farmers in Scheduled tribe (ST) belt, whose average land holding is as low as 1.0 acre per farmer-family. Although Scheduled tribe (ST) farmers have small land holding, their willingness to try out new schemes in agriculture is well established as experienced by DSAG in their current agri-related programs.

ARTICLE - 3: ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder should be fulfilling the following preconditions and must also submit documentary evidence in support of fulfillment of these conditions while submitting the technical bid. **Claims without documentary evidence will not be considered.**

S. No.	Eligibility Criteria	Documentary evidence to be attached
1.	The bidder should have annual average turnover of Rs. 1 crore in the last 3 years ending 31 st March 2015	Chartered accountant certificate indicating the required annual turnover
2.	Details of presence in Gujarat - Quality of activities and its long term implications for poor	A self-certified brief statement giving verifiable details.



3.	The Bidder should have minimum Three years of experience in similar Agriculture Diversification Project or have supplied seeds in similar Agriculture Diversification Project	Experience certificate from Govt./ agency indicating that the firm has experience of 3 years
4.	Miscellaneous- Experience of working with Government and number of beneficiaries benefitted in last 3 years.	A brief statement.

Bids from consortiums are not allowed.

The DSAG reserves the right to verify the claims made by the Bidders and to carry out the capability assessment of the Bidders and the DSAG's decision shall be final in this regard.



CHAPTER-II

GENERAL TERMS AND CONDITIONS

ARTICLE - 1: CHECKLIST OF DOCUMENTS COMPRISING THE BID

1.1 The bid submitted shall have the following documents:

Part-I

Earnest Money Deposit and Price of one copy of the Tender Document in the form prescribed in the Tender.

Part - II

1. Bid signed and sealed (with official seal) in Original (with photocopies in copy I) on all pages with all pages duly numbered.
2. A CD containing the softcopy of the Technical Bid and scan copy of the documents submitted.
3. In case bidder is a company- Certified copy of Certificate of incorporation for companies & Memorandum and Articles of Associations,

Or

In case the Bidder is a society- Certified copy of registration deed with objects of constitution of society

Or

In case Bidder is a corporation- Authenticated copy of the parent statute

Or

In case of Trust- Certified copy of the Trust Deed

Or

In case of Firm- Certified copy of the Registration Deed

Certified copies of documents submitted, as above, must be signed and carry the seal of the authorized signatory.

4. List of present Directors/owners/executive council members/trustees/ Board members as applicable.
5. Approach Paper elaborating the Bidders concept of the proposed Project, the PPP model adopted, his contribution to improve the feasibility of the Project, etc.
6. Current Sales Tax or VAT Clearance Certificate and certified copy (duly signed) of Sales Tax or VAT Registration Certificate.
7. General power of attorney/Board of Directors resolution/ Deed of Authority contract and all correspondences/documents thereof. Format for General Power of Attorney is given at Annexure 3.
8. Audited Balance sheet and Income statement duly signed by the statutory auditors and authorized signatory/ies of the Bidder for the recent last three years.
9. Documentary evidence (signed by authorized signatory) proving that bidder fulfills the eligibility criteria as stated in Chapter III.
10. Documentary evidence (signed by authorized signatory) proving that bidder has provided all the data and documents required for carrying the evaluation of their Bid as per the parameters given at Chapter III.



11. Clause by clause compliance statement for the whole Tender Document including all Annexure
12. All deviations and/or non-compliance clauses shall be listed separately
13. Details in the formats as given at Annexure. (please check all the Annexure)

Part-III

- a) Financial Bid as per Annexure – 1 to be submitted on-line only. No deviations and/or non-compliance clauses shall be allowed in the Financial Bid.

ARTICLE – 2: BIDDING DOCUMENT

- 2.1 Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

ARTICLE – 3: CLARIFICATION ON BIDDING DOCUMENTS

- 3.1 Bidders can seek written clarifications within 5 days from the last date of issue of the tender document, to DSAG, Gandhinagar. The clarification shall be issued without any delay.

ARTICLE – 4: AMENDMENT OF BIDDING DOCUMENTS

- 4.1 At any time prior to the deadline for submission of bids, DSAG for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by amendment.
- 4.2 All prospective Bidders who have received the bidding documents will be notified of the amendment and such modification will be binding on them. The same shall also be placed on the website of DSAG viz <http://vky.gujarat.gov.in/>
- 4.3 In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their bids, DSAG, at its discretion, may extend the deadline for the submission of bids.

ARTICLE – 5: LANGUAGE OF BID

- 5.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and DSAG shall be in English. 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 pages in English. For purposes of interpretation of the bid, the translation shall govern.

ARTICLE – 6: COST OF BIDDING

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and DSAG will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

ARTICLE - 7: BID FORMS

- 7.1 Wherever a specific form is prescribed in the Tender Document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.



- 7.2 For all other cases, the Bidder shall design a form to hold the required information.
- 7.3 Tenderer shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE

- 8.1 Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial on-competitive levels and to deprive the DSAG of the benefits of free and open competition.
- 8.2 Tenderer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

ARTICLE - 9: LACK OF INFORMATION TO BIDDER

- 9.1 The Bidder shall be deemed to have carefully examined all contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfill his obligation under the document.

ARTICLE - 10: CONTRACT OBLIGATIONS

- 10.1 If after the award of the contract the Bidder does not sign the Agreement or fails to furnish the performance guarantee within the prescribed time limit, the DSAG reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

ARTICLE - 11: BID PRICE

- 11.1 The Financial bid should indicate the prices in the format/price schedule given at Annexure – 1.
Bidder shall categorically confirm strict compliance with the following stipulation in respect of their offer.
- a) Any effort by a Bidder or Bidder's agent/consultant or representative howsoever described to influence the DSAG in any way concerning scrutiny/consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
 - b) The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the Tender.
 - c) Bids should be submitted directly by the Bidder.
- 11.2 DSAG reserves the right to seek clarification/justification from the Bidder on the bid price in case DSAG deems it necessary. Based on the justification provided by the Bidder, if DSAG feels that the price is unrealistic/ infeasible in order to execute a project of this nature, DSAG reserves the right to reject the said bid. The Bidders shall be governed by the decision of DSAG.

ARTICLE - 12: BID CURRENCY

- 12.1 For the services required in the Tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.



ARTICLE - 13: BID SECURITY/ EARNEST MONEY DEPOSIT

- 13.1 The Bidder shall furnish, as part of the Bid, a bid security for the amount of Rs. 50,000/- (Rupees Fifty Thousand only) by DD in favour of “Development Support Agency of Gujarat” payable at Gandhinagar issued by any nationalized bank in India in a separate envelope. Only after the confirmation of valid bid security, the Technical Bid will be opened.
- 13.2 No interest shall be paid on bid security.
- 13.3 EMD of Bidders not short-listed will be refunded within 30 days from the date of declaration of Short-listed Bidders. If the Bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.
- 13.4 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract/Agreement, and furnishing the Performance Guarantee.
- 13.5 The Bid security may be forfeited either in full or in part, at the discretion of DSAG, on account of one or more of the following reasons:
- a) The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form.
 - b) Bidder does not respond to requests for clarification of their Bid.
 - c) Bidder fails to co-operate in the Bid evaluation process, and
 - d) In case of a successful Bidder, the said Bidder fails:
 1. To sign the Agreement in time; or
 2. To furnish Performance Guarantee

ARTICLE - 14: PERIOD OF VALIDITY OF BIDS

- 14.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by DSAG. A Bid valid for a shorter period shall be rejected as non-responsive.
- 14.2 In exceptional circumstances, the DSAG may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

ARTICLE - 15: FORMAT AND SIGNING OF BID

- 15.1 The Bidder shall prepare required number of copies of the bid, clearly marking each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized (as per Annexure 3) to bind the Bidder to the Contract/Concession Agreement. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 The complete bid shall be without alteration or erasures, except those to accord with instruction issued by the DSAG or as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.



ARTICE - 16: SEALING AND MARKING OF BID

Bidder shall submit their bids in THREE SEPARATE PARTS in sealed envelopes super-scribed with due date, time, project and nature of bid (Bid Security, Technical Bid and Financial Bid).

Part: I The Bid Security in a separate sealed envelope super scribed with the Tender Document number.

Part: II Original and 1 copy of TECHNICAL BID complete with all technical and commercial details other than price i.e. identical to part-III with prices blanked out.

NOTE: Filling up prices in Part-II will render the Bidder disqualified.

The envelopes containing Part-I and Part-II of bid should be enclosed in a larger envelope duly sealed. The enclosed CUT-OUT Slips (Formats given earlier) shall be filled and pasted on the envelopes. All pages of the offer must be signed.

The outer envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in cases it is declared 'late'.

- 16.1 If the outer envelope is not sealed and marked as required, the DSAG will assume no responsibility for the bid's misplacement or premature opening.
- 16.2 The Technical and Financial bids shall be placed in separate envelopes and then placed in double envelope as explained above.
- 16.3 If these envelopes are not sealed and marked as required, the DSAG will assume no responsibility for the bid's misplacement or premature opening and rejection.

ARTICLE - 17: BID DUE DATE

17.1 Bid must be received by the DSAG at the address specified in the Tender Document not later than the date specified in the bid.

17.2 The DSAG may, at its discretion, on giving reasonable notice by fax or any other written communication to all prospective Bidders who have been issued the Tender documents, extend the bid due date, in which case all rights and obligations of the DSAG and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

ARTICLE - 18: LATE BID/CONDITIONAL BID

- 18.1 Any bid received by the DSAG after the bid due date/time prescribed in the Tender Document shall be rejected.
- 18.2 Any bid indicating conditions beyond those indicated in this Tender Document i.e. conditional bid shall be rejected.

ARTICLE 19: MODIFICATION AND WITHDRAWAL OF BID

- 19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the DSAG prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original Bid.



- 19.3 No Bid may be modified subsequent to the deadline for submission of bids.
- 19.4 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 letter form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security.

ARTICLE - 20: OPENING OF BIDS BY THE DSAG

- 20.1 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 20.2 The Bidder's names, Bid modifications or withdrawals and the presence or absence of relevant Bid security and such other details as the DSAG at his/her discretion, may consider appropriate, will be announced at the opening.
- 20.3 At the pre-decided time, the DSAG contact person shall open the Technical Bids and list them for further evaluation. The Financial Bid covers shall be listed and put into a bag to be sealed according to GOG procedure. The sealed bag of Financial Bids shall be in custody of a designated officer for opening after evaluation of Technical Bids. Any participating Bidder may depute a representative to witness these procedures.

ARTICLE - 21: CONTACTING DSAG

- 21.1 Bidder shall not approach the DSAG officers out side of office hours and/or out side the DSAG premises, from the time of the Bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the DSAG officers in the decisions on Bid evaluation bid comparison or contract award may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the DSAG, it should do so in writing.

ARTICLE - 22: BID EVALUATION

I) Technical Evaluation

The Bidders who have fulfilled the eligibility criteria (as per Chapter I Article 3) will be evaluated further. The technical evaluation and comparison of the bids shall be done for the following parameters:

Sr No.	Evaluation Criteria	Total Marks
1.	Approach Paper for the Project and Presentation	20
	• Project Understanding and approach for execution	5
	• Success rate in the past projects	5
	• Guaranteed productivity of the seeds (being offered) under project	10
2.	Average annual sapling business turnover for the last three years (2012-13, 2013-14 and 2014-15) of the Bidder	20
3.	Total number of dealers existing in the Integrated Scheduled tribe (ST) Development Project Districts of Gujarat.	5



4.	Total number of Extension Officers existing in the Integrated Scheduled tribe (ST) Development Project Districts on the payroll of bidder.	20
5.	Composition of Project Management Team (who will be Full time Basis) - The team member should hold Diploma/ Degree in Agriculture field	15
6.	Formal market tie-up for purchase of farm produce	10
7.	Past experience of working for large scale poverty eradication projects either with Government or reputed NGOs	10
	Total	100

22.1 The proposals shall be evaluated as per the parameters set below and ranked accordingly.

Evaluation:

22.2 Both the technical and financial Proposals shall be marked separately. The technical proposal shall be evaluated on the above parameter and the marks shall be given accordingly.

22.2.1 Based on the above technical factors, each Agency would be assigned a technical score out of 100. Based on their ranking in technical score, Agency scoring more than 70% are eligible for financial evaluation.

22.3 Bid Evaluation Committee

The above evaluation shall be done by an Evaluation Committee decided by the Development Support Agency of Gujarat (DSAG), Govt. of Gujarat. The Committee shall determine the approach and methodologies for the issues, which may arise during the above, referred evaluation exercise and have not been addressed in this Tender Document. The decision of the Committee shall be final and binding on all the Bidders.

B. Financial Evaluation:

The price bids of only technically qualified bidders would be opened for further consideration. The Agency (L1) who has quoted the lowest price will be selected.



ARTICLE - 23 : THE DSAG's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD

23.1 If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder performance of any part of the work under the Contract whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder for adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the DSAG changed order.

ARTICLE - 24 : DSAG'S RIGHTS TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

24.1 The DSAG reserves the right to reject any Bid and to annul the bidding process and reject all bids at any time prior to award of Contract. Without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

ARTICLE - 25: NOTIFICATION OF AWARD & SIGNING OF CONTRACT

25.1 Prior to expiry of the period of Bid validity, the DSAG will notify the successful Bidder in writing that its Bid has been accepted and send successful Bidder the Contract Form.

25.2 Within 10 days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the DSAG. If the successful Bidder thus selected fails to sign the contract as stipulated, the DSAG reserves the right to offer the contract to the next lowest Bidder.

ARTICLE - 26: PERFORMANCE GUARANTEE

26.1 The contract performance guarantee has to be submitted within TEN days of receipt of contract form. The performance guarantee shall be 2% of the Total Accepted Tender Value. The performance guarantee can be in the form of bank guarantee, which shall be valid for duration of 180 days beyond the expiry of contract period.

26.1.1 If the successful Bidder fails to remit the performance guarantee the EMD remitted by him will be forfeited by the DSAG and his bid will be held void.

26.1.2 Upon the successful Bidder's furnishing of performance guarantee and signing of contractual documents, the DSAG will promptly notify all Short-listed Bidders and will refund their Bid Security.

26.1.3 The Performance Guarantee Format is given at Annexure –3.

26.1.4 The Performance Guarantee of the successful Bidder shall be refunded within two months from the expiry of the contract period and on satisfaction of the DSAG for execution of the work / settlement of disputes, if any.



ARTICLE - 27: PAYMENT TERMS

The payment terms will be as follows:

- All the payments to the ASP will be made by TSP/DSAG directly to the ASP as per the rates finalized in the Tender.
- No advance will be paid.
- The total value of the seeds will be paid on timely receipt of the seeds/ in required quantum at pre-decided location, subject to quality certification by the TSP offices/designated agency.

All the payments shall be released on certification of TSP offices satisfactory completion of work. In the following payment arrangement ASP is not involved and is for its information of only.

The Scheduled tribe (ST) farmers will pay for the service and material indicated in this project to DSAG through NGO as per the following schedule:

COST TO BE RECOVERED FROM FARMERS	
➤	Farmer to certain amount (to be decided) as a token of participating fee for the seed & fertiliser cost; all other costs to be reimbursed by TSP/ D-SAG
➤	The farmer is to pay for the pesticide from his own pocket. This cost shall not be shared by TSP/ D-SAG or ASP.

ARTICLE - 28: PENALTY

The penalty will be applicable in the following:

- The ASP will have to pay penalty in the event the pest attack in the farm is not brought under control within one week of its inception.
- The ASP will have to pay penalty in the event the agreed-upon Minimum yield guaranteed by the Bidder is not achieved.
- The ASP will have to pay penalty in the event the agreed-upon Minimum germination percentage guaranteed by the Bidder is not achieved.

The DSAG will levy a maximum of upto 10% penalty of the Total Accepted Tender Value of each assignment in case the Bidder fails to provide the required quality and quantity of services specified by the DSAG in the pre-confirmed time schedule. The quantum of penalty shall be decided by the DSAG and it shall be binding and final. On the Bidder failing to rectify the faults, the DSAG may get them attended/rectified by any other agency at the risk and cost of the Bidder and the same will be recovered from the Bidder. The DSAG shall terminate the contract on evidence of persistent non-performance by the Bidder by giving one month notice.

ARTICLE -29: PATENT RIGHTS

The Bidder shall indemnify the DSAG against all third-party claims of infringement of patent, trademark/copyright arising from the use of services or any part thereof.



ARTICLE -30: DSAG's RIGHT TO AWARD THE CONTRACT TO ONE OR MORE BIDDERS

The DSAG reserves the right to award the contract to one or more than one Bidder and split the order among different Bidders.

ARTICLE -31: DSAG FRAMEWORK MANUALS

D-SAG, an autonomous society promoted under the Tribal Development Department of Government of Gujarat, has to follow certain guiding principles while implementing every project intervention. These guiding principles have been elucidated in form of "Frameworks Manual of Development Support Agency of Gujarat" They cover various aspects like:

Sr. No.	FRAMEWORK	PURPOSE
I	Gender Framework	Ensure equal participation of women at every level and also reduce drudgery of women.
II	Monitoring Framework	Provide predictability and improve quality of project intervention.
III	Fund Release Framework	Bring better accountability and predictability in the operations and dealings of implementing agency.
IV	Use of Symbols and Ownership of Assets paid for by the projects supported by D-SAG	D-SAG should receive correct credit for the extent of its support to the projects funded and monitored by it.
V	Skill Training Framework	Provide high quality and outcome oriented skill training.
VI	Code of Ethics	Ethical code of conduct in project dealings and with project officers

ARTICLE - 32: CONTRACT PERIOD

This service shall commence within 1 month from the date of signing of the Agreement and shall continue thereafter for a period of 1 year. Bidders are expected to quote rates for provision of seeds during the year. This service shall be reviewed by the DSAG at the end of the six months. The terms and conditions for extension of the contract may be negotiated.

ARTICLE -33: BIDDER'S OBLIGATION

- I. The Bidder shall appoint, an authorised person not lower than the rank of Deputy General Manager as "Co-ordinator -Bidder" to co-ordinate with the DSAG in all matters related to Bidder for the successful implementation and operation of the project and to be responsible for all necessary exchange of information.
- II. The Bidder shall provide all assistance to the DSAG representative/s as they may reasonably require for the performance of their duties and services.



- III. The Bidder shall provide to the DSAG reports on a regular basis during the Implementation Period and the Contract Period as per the “Monitoring Framework” of DSAG.
- IV. The Bidder shall appoint, supervise, monitor and control the activities of suppliers under their respective agreements as may be necessary.
- V. The Bidder shall be responsible for all statutory obligations/ liabilities like Salary, ESI, PF, etc. as per Labour Laws for the manpower employed for SAAMP.

ARTICLE - 34: DSAG'S OBLIGATION

Grant in a timely manner all such approvals, permissions and authorizations which the Bidder may require or is obliged to seek from in connection with implementation of the project and the performance of the Bidder obligations.

- VI. D-SAG shall release the funds in a timely manner, after satisfying itself of all the project-related, statutory and accounting aspects, so as to enable the ASP to satisfactorily implement the project and perform its obligations.
- VII. The DSAG shall appoint, an authorized person as ‘Coordinator – DSAG’ to coordinate with the Bidder in all matters related to DSAG for the successful implementation of the project and to be responsible for all necessary exchange of information required.

ARTICLE -35: ACCEPTANCE AND QUALITY CHECK BY THIRD PARTY AGENCY

The Acceptance Tests, which shall involve testing of the entire set up as prescribed by the DSAG, shall be conducted by the Bidder in the presence of a Committee of experts or institution nominated by the DSAG. The Acceptance Test must be completed by the Bidder to the satisfaction of the Committee of experts or institution within a time frame specified in the Schedule of Implementation. The DSAG reserves the right to evolve a procedure of quality checking to ensure that the services provided by the Bidder are as per are according to the prescribed norms.

ARTICLE -36 : LIQUIDATED DAMAGES

In the event of failure of the Bidders to secure acceptance by the DSAG, before the commencement date as prescribed by the DSAG, the DSAG reserves the option to recover from the Bidder as liquidated damages and not by way of penalty, 10% of the Total Accepted Tender Value of the Service to be rendered



for the period after the said commencement date, until acceptance without prejudice to other remedies under the contract.

ARTICLE - 37: TERMINATION OF THE CONTRACT

6.1 The DSAG will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to, the following:

- a) It is found that the schedule of implementation of the project is not being adhered to.
- b) The Bidder stops work and such stoppage has not been authorized by the DSAG.
- c) The Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.
- d) The DSAG gives notice to correct a particular defect/irregularity and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the DSAG.

6.2 If the contract is terminated by the Government of Gujarat/ the DSAG unilaterally, the Government will pay to the Vendor remaining amount, if any, for the payment for service charges for the period for which the service has been rendered and all other claims through mutually agreeable settlement.

ARTICLE - 38: "NO CLAIM" CERTIFICATE

The Bidder shall not be entitled to make any claim, whatsoever, against the DSAG, under or by virtue of or arising out of this Contract, nor shall the DSAG entertain or consider any such claim, if made by the Bidder and the Bidder shall have signed a "No Claim" Certificate in favour of the DSAG in such forms as shall be required by him after the works are finally accepted.

ARTICLE - 39: SUSPENSION

DSAG may, by a written notice of suspension to the Bidder, suspend the Contract if the Bidder fails to perform any of its obligations under this Contract (including the carrying out of the services) provided that such notice of suspension:

1. Shall specify the nature of the failure and
2. Shall request the Bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.



ARTICLE -40: TRANSFER ON COMPLETION OF CONTRACT PERIOD

The ownership of all the facilities and IPR assets (without any liability) necessary for proper and normal operation of the project including but not limited to all electrical, civil and mechanical works, vehicles, implements, tools and tackles on completion of the Contract period will automatically be vested with the DSAG.

ARTICLE - 41: DETAILS TO BE KEPT CONFIDENTIAL

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the DSAG. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the DSAG whose decision shall be final. The Bidder or his representative should neither disclose the data of project nor sell the data or use it for commercial exploitation or research work without the written permission of the DSAG.

ARTICLE - 42: TRANSFER OF RIGHTS

The Bidder shall not transfer the Contract to anybody except with the prior permission of the DSAG.

ARTICLE - 43: IMPLEMENTATION SCHEDULE

The Bidder is expected to submit an implementation schedule for every assignment offered by DSAG wherein the level of preparation and planning of work by the bidder can be assessed by DSAG.



CHAPTER – III
TERMS OF REFERENCE

ARTICLE – 1: INTRODUCTION

The objective of this project is to improve the economic conditions of the Scheduled tribe (ST) farmers through enrichment of agriculture activities. The ASP is expected to motivate, monitor, create awareness, guide for biofertilizer, and ensure market linkage to the farmer so as to achieve the prime objective. The ASP will provide the seeds and expertise in form of comprehensive extension services. The talukas to be covered are given in the table below. The bidder may bid for all or some of the indicated areas.

SAPLING - AREA - LOCATION SCHEDULE FOR ASP TENDER

Sr. No.	Seeds	Total area	Unit	Districts Talukas
1.	Bitter Gourd	15000	Acres	All ITDP areas
2.	Bottle Gourd	20000	Acres	
3.	Tomato	20000	Acres	
4.	Okra	35000	Acres	
5.	Brinjal	10000	Acres	

Note:

1. Final location of the farm plots and the Scheduled tribe (ST) farmers will be decided by Project Administrator/ D-SAG. Delivery will be at specified location at Taluka level & there are likely to be 2-3 locations/Taluka.
2. The total area/ acreage covered will be in the form of land parcels in the range of 0.5 Acres to 2.0 Acres with the average being 1.0 Acre. For selection of Scheduled tribe (ST) farm plots clusters will be formed wherever feasible.
3. The acreages mentioned above are indicative. The final allocation of the acreages among the ITDP district and the total area indicated above for each crop can be increased or decreased by DSAG.



ARTICLE –2: OVERVIEW OF INDICATIVE ROLES OF DIFFERENT STAKE-HOLDERS

COMMODITY/ SERVICE/ EQUIPMENT	AGRICULTURE SERVICE PROVIDER (ASP)	NGO	ITDP/ TSP offices/ D-SAG
Reporting	<ol style="list-style-type: none"> 1. Providing the list of field workers/ supervisor 2. Providing the Progress Report of the seed supplies 	<ol style="list-style-type: none"> 1. Registering the beneficiaries 2. Providing the list/ name of field workers/ supervisor 3. Online Web Data Entry 4. Providing Daily Progress Report 5. Photography of the individual beneficiary 	Check
Fertilizer	<ol style="list-style-type: none"> 1. Give Specifications 2. Train for application 	<ol style="list-style-type: none"> 1. Distribute to Farmers 	Purchase, Quality Check(Q.C.), Pay
Pesticide	<ol style="list-style-type: none"> 1. Give Specifications 2. train for application 	<ol style="list-style-type: none"> 1. Coordinate with the ASP 	Purchase (as and only if required), Pay
Decide Plots	<ol style="list-style-type: none"> 1. Decide 2. Inform TSP offices/ PAs 	<ol style="list-style-type: none"> 1. Coordinate with the ASP 	Decide and inform
Ensure Service Performance	<ol style="list-style-type: none"> 1. Primary Responsibility 2. Work in close coordination with NGOs and ITDP office 	<ol style="list-style-type: none"> 1. Coordinate with the ASP 	Quality Check
Seed	<ol style="list-style-type: none"> 1. Supply 2. Coordinate with the NGOs 	<ol style="list-style-type: none"> 1. Store 2. Distribute 	QC and Pay
Agriculture Extension Service: Handholding & Training	<ol style="list-style-type: none"> 1. Guide, Train & handhold the NGOs field workers and supervisors 2. Guide, Train & handhold the farmers to ensure field performance 	<ol style="list-style-type: none"> 1. Work in close coordination with the ASP 	QC and Pay
Godown	<ol style="list-style-type: none"> 1. Coordinate with the NGOs 	<ol style="list-style-type: none"> 1. Store 2. Distribute 	Verify & Pay

ARTICLE –3: YIELD

SEEDS to be used should be certified & approved either by Govt. of India or Govt. of Gujarat. The focus would be on the on “minimum yield guaranteed by the bidder” for specific location (agro-climatic and soil conditions), crop and season (Kharif). ASP will give commitment for the “minimum yield guaranteed” and the “germination percentage” as per the Seed Act, 1966. ASP should mention in its Approach Paper for each of the seed it proposes to bid.



The ASP will decide the vegetable seeds to be sown to ensure the targeted output at the pre-decided location in the specific season. The ASP will supply the seeds in required quantum on time and at pre-decided godowns/ villages in packaging suitable to 0.5 Acre farm requirement. The ASP will work in close coordination with the NGOs (decided by DSAG). **The seed requirement per Acre will be indicated by the Bidder in the Approach Paper.**

ARTICLE –4: OVERVIEW OF INDICATIVE ROLES OF AGRICULTURE SERVICE PROVIDER

Range of services to be provided by selected partners:

#	Component	Deliverable
1.	Pre- harvest management	<ul style="list-style-type: none"> • Create awareness inform about the project to tribal farmers by promotions (distribution of IEC material). • Registration of beneficiaries; • Train farmers about the best practices involved in agriculture in order to get high yield and production. • Identification & engagement of godown based on the requirement. • Distribution of project inputs to Farmers (seeds, fertilizer, other input materials etc). in close coordination with the NGOs (decided by DSAG) • Reporting on any damage to the crop due to pest attack, water shortage, etc to Project Administrator/D-SAG. • Maintaining the crop progress diary and production details and handling it over to the district Project Administrator Office. • Implementation of project as per D-SAG's guideline related with the project issued from time to time.
2.	Harvest Management	<ul style="list-style-type: none"> • Train NGOs field workers/ Supervisors • Train farmers



		<ul style="list-style-type: none"> • Reporting to the TSP offices/ D-SAG
3.	Post- harvest management	<ul style="list-style-type: none"> • Market Linkages
4.	Payment & Material Receipt	<ul style="list-style-type: none"> • Issue receipt to NGOs and get it duly certified by the ITPD offices.

- i. Other Activities
- ii. Monthly meeting of farmers and field staffs of NGOs to review their performance;
- iii. Collection of crop data, their photographs and providing it to concerned Project Administrator and D-SAG periodically.
- iv. Other activities as decided by D-SAG related with the project.
- v. Selected ASP will need to work on the project in a holistic manner with the NGOs to ensure that majority of the ST farmers in Tribal areas, are covered, The ASP will have to ensure that the Community is involved right from the beginning of the project, so that they are willing to contribute in implementation of the scheme by best agriculture practices.

ARTICLE 4: STORAGE GODOWN

The NGOs decided by DSAG will identify of godown for storage/ distribution of seed/fertilizers etc. and inform about the location of godown to the ASP and the Project Administrator's/ TSP offices/ D-SAGs office.

The ASP in coordination with the NGOs will ensure safe & secure place of material to be stored. The ASP will guide the NGOs regarding the storage of the materials to be distributed to the farmers.

ARTICLE -5: TRAINING

The ASP shall provide training to Scheduled tribe (ST) farmer of best pre-harvest, cultivation, post-harvest practices and all other crop management and support services for each specific crop to ensure their implementation and understanding and there-by optimize income of the Scheduled tribe (ST) farmers. For this purpose, there shall be a team of two Coordinators- technical and administrative. The technical coordinator and administrative coordinator will be provided by the ASP. Both the coordinators will regularly visit the agriculture farms under their guidance.

The ASP shall provide training in all the activities related to agriculture support services to the Scheduled tribe (ST) farmers in three stages pre harvest, sowing & post harvest under this tender. The expense of the training material provided by ASP to trainees will be born by ASP.

ARTICLE -6: HANDHOLDING



The ASP shall hand-hold the farmers during various stages of the agriculture process till the sale proceeds of the produce reach the Scheduled tribe (ST) farmer. A log-book will be provided by the ASP and kept with each farmer in which the personnel's of ASP will fill in visit report of the farmer with specific comments on status/pest/stage of growth/etc. Ensure implementation of pre-sowing correct land preparation procedures; provide specific norms of pesticide and fertilizer.

ARTICLE -7: FERTILIZER

The fertilizer from GSFC/ GNFC would be distributed to the farmers as part of the kit (seed & fertilizer). The NGOs shall report the details of the fertilizer received from GSFC/ GNFC to DSAG through TSP office regularly. This will enable the payment to be made to the fertilizer companies for the fertilizer supplied under the project. The payment would be done through TSP offices/ DSAG.

The ASP shall also guide for the use of fertilizer (biofertilizers, vermicompost) in the plantation.

ARTICLE -8: PESTICIDE

The ASP shall guide the farmers to quell the pest attack at the specific location.

ARTICLE -9 TESTING

DSAG shall evaluate soil and water for agriculture purpose of the land area to be covered. The frequency of the test will be decided by DSAG and it would be for guidance purpose only. The ASP will take the soil and water sample, get them tested at the behest of DSAG and DSAG shall reimburse the cost of carrying out the tests to ASP.

ARTICLE -10: AGRICULTURAL PRACTICE

The ASP will prepare the content of a 'Leaflet' for the best agricultural practices in local language in form of a 'camera ready copy' and give it to DSAG. DSAG will arrange to print the same and distribute it to the farmers through the TSPs.

ARTICLE -11: POST HARVEST SOIL CONDITION

After the crop has been harvested from the fields, the ASP shall again carry out the soil testing for agriculture purpose and shall prescribe the nutrients to be replenished and soil treatment to achieve the pre-sowing or better soil nutrient content status and soil condition.

ARTICLE -12: MARKET LINKAGE



The ASP will tie up with organized sector or any other well established customer of the agro produce which is cultivated in the Scheduled tribe (ST) farms for a pre-fixed price range to establish market linkage. The pre-fixed price range will follow benchmark price range as prevailing in Ahmedabad Wholesale market. The ASP will have to ensure market linkage of minimum 30% of the total produce of the farmer for each season in the contract period. If ASP will fail in market linkage then certain amount as penalty will be levied.

ARTICLE -13: PROJECT MONITORING

The ASP shall provide periodic updates of the project activities to DSAG.

ARTICLE -14: EQUIPMENT/ PRODUCE REQUIREMENT

The ASP shall arrange for an equipment requirement for seed and/or produce processing on or off the field as is applicable.

ARTICLE -15: ASP TEAM

The ASP will appoint a senior executive to coordinate and periodically review the project with DSAG. ASP will appoint an operations team including the technical coordinator (to act as supervisor) as it deems fit to achieve the objectives of the Tender.

Taluka Supervisor can be local person with following criteria:

- iii. Monthly Performance Target: the Taluka supervisor will have to undertake following activities every month:
- iv. Maintaining and submitting daily progress report to concerned district Project Administrator's office/ D-SAG

The ASP will hold a monthly review meeting of its Technical Support Workers and Field workers & farmers and provide guidance.

ASP will meet every month to District Consultant and Project Administrator and give all updates of services provided by ASP and submit Monthly Progress Report (MPR) & (Daily Progress Report) to TASP & D-SAG as demanded as and when require without fail.

ARTICLE -16: ROLE OF ASP

- 1) Primary responsibility of selecting the farmers who will form the part of this project.
- 2) The ASP will appoint field workers to carryout their activities under the project.
- 3) Work-out village-wise seed and fertilizer requirements as per norms.
- 4) Provide required support for establishing market linkage.
- 5) Keep inventory of seed, fertilizer and other inputs and keep account of the funds deployed by TSP/ D-SAG. Give report of the same to DSAG periodically.
- 6) Function as nodal agency to implement and operate the project for project period.



7) Ensure timely application of fertilizer, pesticide and other agricultural inputs by the farmer in his field as decided.

8) Carry out the required soil and water tests.

ARTICLE -17: ROLE OF PROJECT ADMINISRATORS/ D-SAG

- 1) Provide funds for the project.
- 2) Arrange for third party monitoring of various activities of the project.
- 3) Appoint one or more ASPs to work as Nodal Agency of the project.
- 4) Provide all required support to ASP to implement and operate the project in form of available data/ information which are readily available with TSP/ D-SAG.

ARTICLE -18: SERVICE PERFORMANCE REQUIREMENT

The ASP will have to adhere to the following service performance requirement for the Extension Service:

1. Technical Support Worker of ASP will visit each farmer twice in one month. He will time his visit accordingly visits to the farmer.

2. The ASP will have to adhere to the following service performance requirement for the Seed Supply:

Service Performance Parameters	Parameter Value to be indicated by the ASP for each crop bided
Minimum yield guaranteed	
Minimum germination percentage	

The above Service Performance Parameters are affected by the agricultural practices as well as timing and quantity of fertilizer, water and pesticide. In order to ensure that the Service Performance Parameter measurement is fair, the ASP will have 5 to 10 demonstration farms of average plot size for each crop it has bided. The location of the demonstration farms will depend on the location of contiguous farm plots of each crop. The locations of the demonstration farm plots will be jointly finalized by ASP and DSAG. The performance of the demonstration plants will be considered as benchmark performance.

ARTICLE -19: ADDITIONAL AS WELL AS NEW ACREAGE AND SEEDS/SEEDS

In course of the contract period, if requirement of different seeds evolve after the ST farmers have the first hand experience of the supplied seeds, the ASP would be bound to fulfill this requirement and would be paid separately for all such seeds not specified in this tender.



The ASPs will also guide/ train about crops which are not specified in the tender. In case certain quantity of SEEDS is procured from other Govt. agencies the other modalities (like registration, distribution of fertilizers etc.) would be applicable to the ASP.

ARTICLE -20: STANDBY TECHNICAL SUPPORT WORKERS

The ASP will have to ensure uninterrupted service to the Scheduled tribe (ST) farmers. For this it may keep 5% of the total Technical Support Workers as standby.

ARTICLE -21: DSAG FRAMEWORK MANUALS

D-SAG, an autonomous society promoted under the ST Development Department of Government of Gujarat, has to follow guiding principles while implementing every project intervention. These guiding principles have been elucidated in form of “Frameworks Manual of Development Support Agency of Gujarat” They cover various aspects like:

FRAMEWORK	PURPOSE
Gender Framework	Ensure equal participation of women at every level and also reduce drudgery of women
Monitoring	Framework Provide predictability and improve quality of project intervention.
Fund Release Framework	Bring better accountability and predictability in the operations and dealings of implementing agency.
Use of Symbols and Ownership of Assets paid for by the projects	D-SAG should receive correct credit for the extent of its support to the projects funded and monitored by it.
Skill Training Framework	Provide high quality and outcome oriented skill training.
Code of Ethics	Ethical code of conduct in project dealings and with project officers

All the above frameworks are applicable to all project partners under Chief Minister’s Ten Points Programme with amendments in the same from time to time (Refer <http://vky.gujarat.gov.in/>). Bidders are requested to study the same and incorporate the impact in their bids.



CHAPTER- IV
ANNEXURES



ANNEXURE -1

FINANCIAL BID FORMAT

Tender Notice No. :
Tender Document No. :

To:
Development Support Agency of Gujarat,
Birsa Munda Bhawan, Sector 10/A
Gandhinagar 382010,
Gujarat

Sir:
I/We hereby bid for providing the services for “**AGRICULTURE SERVICE PROVIDER (ASP) UNDER AGRICULTURE DIVERSIFICATION PROJECT IN ITDP AREAS OF GUJARAT**” as per the Terms of Reference given in this Tender Document of the D-SAG, Gandhinagar within the time specified and in accordance with the specifications, design and instructions as per Special Terms and Conditions as well as General Terms and Conditions. The rates (inclusive of all taxes) are quoted in the prescribed format given below:

	Details of Crop	
Specify type of Seed to be supplied (confirming the specifications given in the Technical Bid) Pl. use separate forms for every type of seed (SEEDS to be used should be “notified” variety as approved by Govt. of India/ Govt. of Gujarat)		
Acreage to be covered in Scheduled Tribe (ST) areas of Gujarat		
Requirement of SEEDS per acre (in nos./acre)		
Particulars	Consolidated rate for provision of Services as per them terms indicated in the Tender Document	
Provision of Agriculture Support Services under Agriculture Diversification Project	Rate per acre for the year	Rate/ acre (inclusive of all taxes) (in Rs.)
	Seed Cost including the Extension Service Cost	

Note: (1) Project cycle: From sowing till marketing in case of annual crops. The rates indicated are all-inclusive and are valid for the contract period. In the event of discrepancy in the financial quote between the words and the figures the financial quote indicated in words will be considered final.

Signature of the Bidder with Seal



ANNEXURE – 2

PROFORMA OF GENERAL POWER OF ATTORNEY
(To be signed and executed in non-judicial stamp paper of Rs. 10/=)

GENERAL POWER OF ATTORNEY

Be it known all to whom it concern that:

1. Sri/Smt _____ S/O _____
_____ Residing at _____
2. Sri/Smt _____ S/O _____
_____ Residing at _____
3. Sri/Smt _____ S/O _____
_____ Residing at _____

I/We all the Partners/Directors/Board members/ trustees/ Executive council members/ proprietors/ Leaders of M/S _____ having its registered office at _____ hereby appoint Sri _____ S/O _____ residing at _____ as my/our attorney to act my/our name and on behalf and sign and execute all Documents/ Agreements binding the firm for all contractual obligations (including reference of cases to arbitrators) arising out of contracts to be entered into by the company/ Corporation/ society/ trust/ firm with the Office of Development Support Agency of Gujarat (DSAG), Gandhinagar 382021 in connection with its tender No. _____ Dated _____ For the supply of _____ due for opening on _____

In short, he is fully authorized to do all, each and everything requisite for the above purpose concerning M/s _____ and I/We hereby agree to confirm and ratify his all and every act of this or any documents executed by my/ our said Attorney within the scope of the authority hereby conferred on him including references of cases to arbitration and the same shall be binding on me/ us and my/ our company/ Corporation/ society/ trust/ firm as if the same were executed by me/ us individually or jointly.

Witness (with address)

Signature of the Partners/Directors/Board members/ trustees/ Executive council members/ proprietors/ Leaders

- 1.
- 2.
- 3.

ATTESTED

ACCEPTED

Signature: (Seal and Signature of Signatory of Tender offer of the company/ Corporation/ society/ trust/ firm)



ANNEXURE –3

FORMAT FOR PERFORMANCE GUARANTEE
(On Non-Judicial Stamp Paper)

To be stamped according to Stamp Act and to
Be in the name of the executing Bank

To
Development Support Agency of Gujarat,
Birsamunda Bhawan, Sector 10/A
Gandhinagar 382010,
Gujarat

In consideration of the DSAG, GANDHINAGAR having its registered office at Gandhinagar (hereinafter called the “DSAG” which expression shall unless repugnant to the subject or context include its administrators successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No _____ dated _____ issued by the DSAG, Block No. 8. 2nd floor, Sachivalay, Gandhinagar 382010, which has been unequivocally accepted by the Vendor (*refer NOTE below*) work of Agricultural Service Provider (ASP) for Scheduled tribe (ST) Areas of Gujarat under the Integrated Scheduled tribe (ST) Development Programme (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs. _____ (Rupees _____ only) from a Nationalised Bank, in lieu of the security deposit, to be made by the Vendor or in lieu of the deduction to be made from the Vendor’s bill, for the due fulfillment by the said Vendor of the terms and conditions contained in the same Contract. We _____ the _____ (hereinafter referred to be “the said Bank” and having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified to the DSAG from time to time to the extent of Rs. _____ (Rupees _____ only) against any loss or damage, costs charges and expenses misused to or suffered by or that may be caused to or suffered by the DSAG by reason of any breach or breaches by the Vendor and to unconditionally pay the amount claimed by the DSAG on demand and without demand to the extent aforesaid. We, _____ Bank, further agree that the DSAG shall be the sole judge of and as to whether the said Vendor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the DSAG on account thereof and the decision of the DSAG that the said Vendor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the DSAG from time to time shall be final and binding on us.

1. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and till all the dues of the DSAG under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the Vendor and accordingly discharges this Guarantee subject, however, that the DSAG shall have no claim under the Guarantee after 90 (Ninety) days from the date of expiry of the contract period.
2. The DSAG shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or indemnity, from time to time to vary any of the terms and conditions of the said contract or to extend time of performance by the said Vendor or to postpone for any time and from time to time any of the powers exercisable by it against the said Vendor and either to enforce or forbear from enforcing any of the terms and conditions governing the said contract or securities available to DSAG and the said Bank



shall not be released from its liability under these presents by any exercise by the DSAG of the liberty with reference to the matters aforesaid or by reason of time being given to the said Vendor or any other forbearance, act or omission on the part of the DSAG or any indulgence by the DSAG to the said Vendor or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so releasing the Bank from its such liability.

3. It shall not be necessary for the DSAG to take legal action against the Vendor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the DSAG may have obtained or obtain from the Vendor shall at the time when proceedings are taken against the Bank hereunder be outstanding or unrealised.
4. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the DSAG in writing and agree that any change in the Constitution of the said Vendor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. ____ on whose behalf this guarantee is issued.

In presence of

WITNESS

For and on behalf of (the bank)

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No.

Date and Place

Bank Seal

The above guarantee is accepted by the DSAG, Gandhinagar



NOTES

FOR PROPRIETARY CONCERNS

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (hereinafter called “The said Vendor” which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

FOR PARTNERSHIP CONCERNS

M/s. _____ a partnership firm with its office _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the name of their partners being

- 1) Shri _____ S/o
- 2) Shri _____ S/o

FOR COMPANIES

M/s. _____ a company registered under the Companies Act 1956 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR TRUST

M/s. _____ a company registered under the Bombay Public Trust Act 1850 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).

FOR SOCIETIES

M/s. _____ a company registered under the Societies Registration Act, 1860 and having its registered office in the State of _____ (hereinafter called “the said Vendor” which expression shall unless the context requires otherwise include its administrators, successors and assigns).



PROFILE OF THE BIDDER

The Bidder should furnish the following details:

- 1) Name of the Organization :
- 2) Nature of the Organization :
(Govt./Public/Private/Partnership/
Proprietorship/ Trust/ Society)
- 3) Address with phone no and fax :
- 4) Name of the Authorized Person:
- 5) Any other details in support of your offer :

Signature of the bidder with seal



ANNEXURE – 5
CHECKLIST FOR FULFILLMENT OF ELIGIBILITY CRITERIA
(CHAPTER-I, ARTICLE-3)

S. No.	Eligibility Criteria	Documentary evidence to be attached	Specify Annexure No. for Documentary Proof
1.	The bidder should have annual average turnover of Rs. 1 crore in the last 3 years ending 31 st March 2014	Chartered accountant certificate indicating the required annual turnover	
2.	Details of presence in Gujarat - Quality of activities and its long term implications for poor	A self-certified brief statement giving verifiable details.	
3.	The Bidder should have minimum Three years of experience in similar Agriculture Diversification Project or have supplied seeds in similar Agriculture Diversification Project	Experience certificate from Govt./ agency indicating that the firm has experience of 3 years	
4.	Miscellaneous- Experience of working with Government and number of beneficiaries benefitted in last 3 years.	A brief statement.	

Signature of the Bidder with seal