

Rajasthan State Seeds Corporation Ltd.



**E-Bid Document
For
Supply of Bajra, Dhaincha and Urd Certified/TL Seeds
for Kharif-2022**

<i>Particular</i>	<i>Date</i>	<i>Time</i>
Last date and time of online submission of Bid	21.05.2022	Up to 14:00 hrs
Physical submission of Bid Security , Bid fee and Processing fees	21.05.2022	Up to 15:00 hrs
Opening of Technical Bid	21.05.2022	At 16:00 hrs.

Pant Krishi Bhawan, 11rd Floor, Janpath, Jaipur-302005
Telephone No.: 0141 - 2227147, 2227514, 227944, 2227651, 2227513
E-mail : rajseedsmarketing@gmail.com

Signature of Bidder
Or their authorized representative with firm's seal

4/4

Index

S.No.	Description	Page No.
1	Notice Inviting Bid	3
2	Bid Form	4-6
3	Check list for Technical Evaluation	7
4	Technical Bid	8-10
5	Section - A General Instruction to Bidders	11-15
6	Section - B General Terms & Conditions of the Contract	16-21
7	Annexure-A: Compliance with Code of Integrity and no conflict of interest.	22
8	Annexure-B: Declaration by the bidder regarding qualification.	23
9	Annexure-C: Grievance redressal during procurement process.	24-25
10	Form No. 1: Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	26
11	Annexure-D: Additional conditions of contract.	27
12	Annexure-E: Annual turnover certificate	28
13	Annexure-F: Format for Declaration & Undertaking	29
14	Annexure-G: Format for Agreement	30
15	Annexure-H: Detail of the Bid Security to be deposited	31
16	Annexure-I: Format of Bank guarantee.	32-33
17	Annexure-J: Format of Bid Securing Declaration	34-35

LW



RAJASTHAN STATE SEEDS CORPORATION LIMITED



Pant Krishi Bhawan, Janpath, Jaipur

Ph. 0141-2227665, 2227514 E-mail rajseedsmarketing@gmail.com

CIN-U75132RJ1978SGC001781

www.rajseeds.org

F6() Mktg/ Procurement Kh-2022/ 2742

Date: 2.05.2022

NOTICE INVITING BID

Rajasthan State Seeds Corporation Ltd. invites e-Bids for Kharif -2022 in prescribed format from reputed seed production companies/organizers/suppliers having relevant experience of at least any one year in last five years for supplying of seeds.

S. No.	Crop	Variety	Class of seed	Quantity (Quintal)	Estimated cost in lacs	BID Security (Rs.)	Bid fee including GST (Rs.)	Bid Processing fee including GST (Rs.)	Average Minimum Turnover last three year (in lacs)
1	2	3	4	5	6	7	8	9	10
1	Bajra	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	9750	1170	23,40,000	2360	1180	585.00
2	Dhaincha	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	10000	530	10,60,000	2360	1180	265.00
3	Urd	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	1550	155	3,10,000	2360	1180	77.50

- This Bid shall be processed through E-procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and various details can be seen/downloaded from this website and details also can be seen/ downloaded from SPP Portal of Govt. of Rajasthan www.sppp.rajasthan.gov.in and corporation website www.rajseeds.org The Bid is also available on Agriculture Portal of Govt. of Rajasthan. www.agriculture.rajasthan.gov.in
- The last date for downloading the Bid document and uploading of duly filled Bid form shall be 21.05.2022 up to 14:00 Hr. The Bid Security & Bid fees shall be accepted by way of demand draft in favour of Rajasthan State Seeds Corporation Limited payable at Jaipur and Processing fees shall only be accepted by way of demand draft in favour of Managing Director, RSSCL payable at Jaipur.
- Scanned copy of Demand Draft of Bid Security & Bid fees and Processing fees will have to be uploaded on www.eproc.rajasthan.gov.in along with the tender. it is mandatory.
- Demand draft of Bid Security, Bid fees and Processing fees shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to 15:00 Hr. on 21.05.2022. The tenderer may also deposit the Bid Security, Bid fees & Processing fees online in the account of RSSCL Ltd. with the remark of crop & variety as per the details given below. However in such case the firm has to upload the transaction receipt with the remark of crop & variety along tender on www.eproc.rajasthan.gov.in :
Account Name: Rajasthan State Seeds Corporation Limited Name of Bank: State Bank Of India
Branch: Commercial branch, Jaipur, Account No. : 61052136667, IFSC code: SBIN0031781
- The technical bid shall be opened at 16:00 Hr. on 21.05.2022 in the presence of desirous Bidder(s). The financial bids of the technically qualified bidders shall be opened subsequently for which date and time shall be intimated separately.
- Bids, both Technical bid and financial bid should be submitted strictly as per Instructions to Bidders given in the Bid document.
- Bid not accompanied with requisite Bid Security, Bid Fees & Processing Fees and not submitted as per the instructions contained in the Bid document are liable for rejection.
- The Bid fees and processing fees shall not be refundable.
- Bid Evaluation Criteria (Selection Method): Least Cost Based Selection (LCBS) item wise.**
- If any bidder discloses the rate in technical bid then such bid shall be rejected.**
- Above quantities are indicative & work order may be placed for whole or part of the quantity as per requirement.
- RSSCL reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.

Managing Director

4/4

Bid Form

To,

The Managing Director,
Rajasthan State Seeds Corporation Ltd,
3rd Floor, Pant Krishi Bhawan, Janpath,
Jaipur- 302005

Sub:- Bid for Supply of Crop.....Variety.....Class.....

Dear Sir,

1. Cost of Bid Form RS. 2360/- in the form of DD/online in favour of Rajasthan State Seeds Corporation Ltd. payable at Jaipur
2. E-procurement processing fee Rs. 1180/- DD/online in favour of M.D. RISL payable at Jaipur.

S.N.	DD No./ Online Transaction No. (Bid and Processing fees)	Date	Amount (Rs.)	Bank Name	Enclosures No.
1					1
2					1

3. Detail of the Bid Security Deposited :- DD/online in favour of Rajasthan State Seeds Corporation Ltd. payable at Jaipur as term No. 22 of Section - A, General Instruction to Bidders.

S.N.	DD No./ Online Transaction No.	Date	Amount (Rs.)	Bank Name	Enclosures No.
1					1
2					1
3					1
4					1
5					1
6					1
7					1
8					1

4. Name of Biding Organization: -

5. Postal address in full in capital letters: -
.....
.....

6. Telephone / Mobile / Fax No.: -

7. Email Address.....

8. Addresses and telephone / Fax No of processing plant and stock point for physical verification and sampling. -
.....
.....

9. Storage Capacity (Please indicate details of each godown separately in given format, enclosed additional sheet, if required)

Sr. No.	No. of Go-downs	Size of Go-down	Storage capacity (MT)	Remarks

10. Nature of Institution: Proprietor / Partnership Pvt. Ltd. / Others (Please attach documents) (Enclosure No.-3)
.....

11. Name, Address, Email Address and Mobile No. of Chief Executive of the Institution:-
.....
.....
.....

12. Past performance as prime supplier of seeds during any one year of last five years / current year (Attach copies of satisfactory completion certificate issued by any Govt. / public sector organization). Such certificate relating to current year may also be considered. This past performance should have minimum value of 50% of the estimated cost of seed supply in a year. In case a bidder participate in more than one item then the required past performance shall be sum of the required past performance of all such item individually. If any bidder fails to qualify this criteria, all of the bids submitted by that bidder shall disqualify.

SN	Order no & Date	Crop/ Variety	Quantity (Qtls.)		Amount of actual supply	Quality complaints if any
			Ordered	Actual supply		
A						
B						
C						
D						
E						
F						

13. Details of Processing Arrangements & Available machines:-
(Model, Make & capacity of processing machine)

SN	Item	No. of machine	Capacity	Make & Model
1	Pre-cleaner			
2	Seed Grader			
3	Gravity Separator			
4	Seed Dresser			
5	Seed Dryer			

Note :- It is mandatory to provide all details pertaining to no.-13 above with documentary proof that, concerned firm has either its own processing capacity or has tied up with other firm if so give details.

14. Source of seed- Submit photocopies of following documents along with technical bid-
See Terms & Condition No -20 of sec-A:-

A. In case of certified seed-

- (i) Bills of Foundation Seed/ certified seed with Lot no.
- (ii) Section IX Certificate
- (iii) In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures.

B. In case of T/L seed-

- (i) Certificate from breeder
- (ii) List of seed growers with Lot no.
- (iii) In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures.

C. Attach copies of notification of offered varieties.

15. Submit the photocopies of PAN, GSTIN Certificate and ISO: 9002: 2000 (If applicable)

SN	Item	Number	Enclosures No.
1	GSTIN Certificate No.		6
2	PAN No.		6

16. Name of seed producer on behalf of whom Bidder is authorized to bid for the seed in this Bid.
(Attach certificate..... (Enclosure No.-14)

17. ISO certification No. (If any): -

18. Financial details to be issued by CA & concerned bank having information: -

(1) Details of turnover of last three years certified by chartered accountant

- Bidder should have at least achieved Average minimum turnover of as per NIB during the last 3 years. (Enclosure No. -2)
- Detail of Bank account & Banker certificate (Enclosure No.-8)

19. List of Enclosures: -

Following signed/attested enclosures should be submitted in this sequence given below: -

Encl. no.	Name of Enclosure
1	Demand Draft /Online transaction receipt for Bid Security, Bid & Processing Fee.
2	Certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.
3	Authorization /Resolution for signing of bid if it is limited Company or partnership firm. OR An affidavit of ownership if proprietary firm/sole traders
4	Past Performance in anyone year of last five years / current year (Minimum 50% amount of estimated value of Seed supply)
5	Format of Technical bid duly filled and signed.
6	PAN card, GST Registration Certificate
7	ITR for last three years.
8	Details of Bank A/C
9	Notarized Affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/black listed by any Govt. Deptt. /Public Enterprise / Govt. Undertaking.(as per annexure-F) (Term No. 19 of sec-A)
10	Each and Every page of Bid Document should be signed with stamp of authorized signatory of Bidder.
11	Copy of Seed license and notification of offered varieties.
12	Source of Seed verification documents (Term.No-20 of sec-A)
13	Certificate regarding processing plant capacity of firm and registration with concerned State Seed Certification Agency.(Documentary proof that, concerned firm has either its own processing capacity or has tied up with other firm if so give details).
14	Authorization from principal (Term No. -18 of sec-A) on Rs. 500/- non-judicial stamp paper. (In case of authorized agent)

Note:-1. Duly filled and signed bid form must be submitted along with above mentioned documents.

2. Above mentioned 1 to 14 enclosures are mandatory and financial Bid will be opened only of the Bidder found to be qualified on these grounds.

3. Quotation of price :- There are various informations to be provided by the bidder i.e. name of variety, year of notification, category of hybrid, class of seed, stage of seed, quantity offered in the format of technical bid and correspondingly the rate has to be quoted in BOQ only. In BOQ rate per quintal of offered seed FOR anywhere in Rajasthan including all taxes, octroi, transit insurance etc. for each variety as offered in technical bid has to be filled e.g. the rate for variety filled against 'A' shall be filled against 'A' in Financial Bid (BOQ).

The evaluation of such Financial Bid (BOQ) shall be done manually by the procurement committee and the decision shall be binding for all bidders. The comparative statement prepared by e-procurement portal shall not be applicable.

Signature of Bidder
Or their authorized representative with firm's seal

4/16

Check list for Technical Evaluation (Qualification of Bidder)

S.No.	Item	Details Related to column - 2				
1	2	3				
1.	Demand Draft /Online transaction receipt for Bid Security, Bid & Processing Fee.	As Per NIB				
2	Certificate of Annual Turn Over of the firm In annexure-E by authorized Chartered Accountant.	<table border="1" style="width: 100%;"> <thead> <tr> <th>Name of Variety</th> <th>Average Minimum Turn over for last three year</th> </tr> </thead> <tbody> <tr> <td>As Per NIB</td> <td>As Per NIB</td> </tr> </tbody> </table> <p>As per annexure-E <u>In case a bidder participates in more than one item, he/she has to submit turn over & past performance collectively,</u></p>	Name of Variety	Average Minimum Turn over for last three year	As Per NIB	As Per NIB
Name of Variety	Average Minimum Turn over for last three year					
As Per NIB	As Per NIB					
3.	Authorization /Resolution for signing of bid if it is limited Company or partnership firm. OR An affidavit of ownership if proprietary firm/sole traders	attach copy				
4.	Past Performance in anyone year of last five years /current year (Minimum 50% amount of estimated value of seed supply)	Work order copies and Work Completion Certificate from Procuring Entity				
5.	Format of Technical bid duly filled and signed.	attach copy				
6	PAN card, GST Registration Certificate	attach copy				
7.	ITR for last three years.	attach copy				
8.	Details of Bank A/C	attach copy				
9.	Notarized Affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt.Deptt /Public Enterprise / Govt. Undertaking.(as per annexure-F) (Term.No.-19 of sec-A))	As per annexure-F				
10.	Each and Every page of Bid Document should be signed with stamp of authorized signatory of Bidder.	attach copy				
11.	Copy of Seed license and notification of offered varieties.	attach copy				
12.	Source of Seed verification documents (as per Term.No.-20 of sec-A))	<p>A. In case of certified seed-</p> <p>(i) Bills of Foundation Seed/ certified seed with Lot no.</p> <p>(ii) Section IX Certificate</p> <p>(iii) In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures.</p> <p>B. In case of T/L seed-</p> <p>(i) Certificate from breeder</p> <p>(ii) List of seed growers with Lot no.</p> <p>(iii) In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures.</p> <p>C. Attach copies of notification of offered varieties.</p>				
13.	Certificate regarding processing plant capacity of firm and registration with concerned State Seed Certification Agency (Documentary proof that, concerned firm has either its own processing capacity or has tied up with other firm If so give details.)	attach copy				
14.	Authorization from principal on Rs. 500/- non-judicial stamp paper. (In case of authorized agent) (Term No. -18 of sec-A))	attach copy				

1. Demand Draft for Bid Security, Bid and Processing fee has to be submitted physically by the date & time stipulated in NIB. Bid Security, Bid and Processing fee can also be paid on line in given A/C instead of DDs. All applicable the original stamp must be sent by registered Indian post/speed post to RSSCL.
2. Scanned copy of documents mentioned at serial no. 1 to 14 is to be uploaded on www.eproc.rajasthan.gov.in.
3. All the above mentioned documents & encloses (1 to 14) are mandatory and the bid is liable to be rejected in absence of any of these documents & enclosures.

U

Technical Bid

Technical details of fresh CS/TL Bajra varieties for kharif season 2022. The quantity offered should be a minimum 1/5 of required quantity.

S N	Crop	Variety	Class of Seed	Qty. in Qtls.	Packi ng Size	Qty. offered by firm (in Qtls.)			Offered packing size	Name of fungicide/ chemical used for seed treatment
						Name of variety	Class of seed	Offered quantit y (in Qtls.)		
1	Bajra	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	9750	1.5 Kg					

Note:-

1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
2. Bidder must have authentic proof/document of source of Certified/TL Seeds.
3. Lot wise Sample will be drawn for STL and GOT by the officials of RSSC of Concerned unit and/ or by Department of Agriculture.
4. Quantity may be increased or decreased as per requirement.
5. Minimum acceptable offered quantity should be at least 1/5th of the quantity expected.

Signature of Bidder
Or their authorized representative with firm's seal

UK

Technical Bid

Technical details of fresh CS/TL Dhaincha varieties for kharif season 2022. The quantity offered should be a minimum 1/5 of required quantity.

S N	Crop	Variety	Class of Seed	Qty. in Qtls.	Packi ng Size	Qty. offered by firm (in Qtls.)			Offered packing size	Name of fungicide/ chemical used for seed treatment
						Name of variety	Class of seed	Offered quandt y (In Qtls.)		
1	Dhaincha	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/ TL	10000	10 Kg					

Note:-

1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
2. Bidder must have authentic proof/document of source of Certified/TL Seeds.
3. Lot wise Sample will be drawn for STL and GOT by the officials of RSSC of Concerned unit and/ or by Department of Agriculture.
4. Quantity may be increased or decreased as per requirement.
5. Minimum acceptable offered quantity should be at least 1/5th of the quantity expected.

Signature of Bidder
Or their authorized representative with firm's seal

4/2

Technical Bid

Technical details of fresh CS/TL Urd varieties for kharif season 2022. The quantity offered should be a minimum 1/5 of required quantity.

S N	Crop	Variety	Class of Seed	Qty. in Qtls.	Packi ng Size	Qty. offered by firm (in Qtls.)			Offered packing size	Name of fungicide/ chemical used for seed treatment
						Name of variety	Class of seed	Offered quantit y (In Qtls.)		
1	Urd	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/ TL	1550	4 Kg					

Note:-

1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
2. Bidder must have authentic proof/document of source of Certified/TL Seeds.
3. Lot wise Sample will be drawn for STL and GOT by the officials of RSSC of Concerned unit and/ or by Department of Agriculture.
4. Quantity may be increased or decreased as per requirement.
5. Minimum acceptable offered quantity should be at least 1/5th of the quantity expected.

Signature of Bidder
Or their authorized representative with firm's seal

Section - A
General Instruction to Bidders

1. **Important Instruction:-** *The law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" (hereinafter called the Act) and "Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter called the Rules) under the said Act are in force for the procuring entities of the state of Rajasthan. The said Act and Rules are available on the website of state Public Procurement Portal <http://sppp.rajasthan.gov.in> and the bidders are advised in their own interest to acquaint themselves with the provisions of the Act and Rules before participating in the bidding process. If any discrepancy between the provisions of the Act and the Rules and that of this bidding document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.*
2. The Bidders are advised in their own interest, to carefully read the Bid document and understand its purpose and unless the Bids specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the Bid document.
3. Bid must be submitted in the Bid form provided in the Bid document.
4. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any should bear the signature of the person signing the bid along with stamp of the bidder. Any modification not so signed shall be ignored and the whole Bid may be treated as null & void on this ground.
5. Bids will be processed and accepted through E- Procurement system as prescribed by GOR in two bid system.
6. Bids are invited to submit online E-Bid, which shall contain the information about the Bidder e.g. experience & past performance in the execution of similar contract (S), capability with respect to personnel, equipments, financial status, capacities, price quotations along with offer rates in given format.
7. Demand Drafts for Bid Security, Bid fee in favour of RSSCL and Processing fee of RISL, in favour of Managing Director, RISL as mentioned in the e-Bid shall be submitted, physically at RSSCL Jaipur up to given time in NiB.
8. Scanned copies of above Demand Drafts shall also be submitted online with technical bid. In case a bidder is unable to deposit DDs physically, Bid Security, Bid Fee and Processing Fee can also be paid online in to the Bank account number of RSSCL Ltd and proof of online transaction will have to be uploaded with tender.
9. **Submission of Bid:-** The Bid should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and as mentioned in Check-List.
10. **Opening of Bid:-** The Bidders or their authorized representatives may attend at the time of opening of the Bid.
11. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.

12. **False Document:-** If it is proved that any bidder has submitted any false document then RSSCL Ltd. reserves the right to debar the bidder / forfeit the performance security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.
13. **Annual Turnover:-**
- (A) The average annual turnover of the bidder (annexure-E) should be greater than or equal to as mentioned in column 10 of NIB. Do not submit bid if the average turnover of the firm is less than the amount mentioned in column 10 of NIB for respective item.
 - (B) In case a bidder participates in more than one item, he/she has to submit turn over and past performance separately for each item, according to the estimated item value and collectively it should not be less than the total value of items he / she participating in.
14. **Past performance:-** The bidder must be a prime supplier of seeds during the last five years. Attach copies of purchase orders issued by any Govt. / public sector organization along with certificate of satisfactory completion relating to minimum one year in the last five years. Such certificate relating to current year may also be considered. This past performance should have minimum value of 50% of the estimated cost of seed supply in a year. In case a bidder participate in more than one item then the required past performance shall be sum of the required past performance of all such item individually. If any bidder fails to qualify this criteria, all of the bids submitted by that bidder shall disqualify.
15. **Eligible Bidders:**
- I. A Bidder may be a natural person, private Entity, government-owned Entity or, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] or Consortium. In the case of a Joint Venture or Consortium.
 - II. all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and
 - III. a Joint Venture or Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture or Consortium during the Bidding process. In the event the Bid of Joint Venture or Consortium is accepted, either they shall form a registered Joint Venture or Consortium as company/firm or otherwise all the parties to Joint Venture or Consortium shall sign the Agreement.
16. Any bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by RSSCL Ltd.
17. The Bidder shall not change the committed quantities and committed varieties of Seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules. Offer quantity should be minimum 1/5th of required quantity. Bid will not be accepted if offer quantity is less than 1/5th of required quantity.
18. The Bidder should be the original seed producer or his duly authorized agent having valid seed license. The original seed producer or his authorized agent can (only after producing authorization letter from the principal on 500/- Rs. Non judicial stamp paper) participate in the Bid process. In case of Joint Venture, the lead partner (Tenderer) should possess valid Seed License so that She/he could issue seed bills at the time of supply.

19. Bidder should produce an affidavit on Rs. 100/- Non Judicial stamp paper stating that he/she has not been black listed / debarred by any institution related to seed business. The offer of black listed / debarred bidders will not be accepted.

(Note- In this case the non judicial stamp and surcharge thereof has to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only.)

20. **Proof Regarding source of Seed -**

A. In case of certified seed-

- I. Bills of Foundation Seed /Certified Seed with Lot no.
- II. Section IX Certificate. If the bidder himself is the seed producer, then the name of the bidder's firm should be mentioned on the section IX certificate. If the bidder is not a seed producer himself and is a purchaser of the seed, then the name of the buyer's firm should be mentioned on the section IX certificate but in this case, the bidder will have to submit the seed purchase bill.
- III. In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures.

B. In case of TL seed -

- i. Certificate from breeder
- ii. List of seed growers with Lot no.
- iii. In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures.

C. Attach copies of notification of offered varieties.

21. **Quotation of Prices:-**

- I. Bidder shall give a final and net per unit price free from all escalations. Request for change in price will under no circumstances be considered after opening of the Bid. *Price quoted shall be F.O.R. destination exclusive of GST.*
- II. For the purpose of comparison and evaluation of bids the Bidders are required to quote their rate strictly in the manner as indicated in the BOQ. For the quantity offered, rate quoted shall include all the requisite processing and Packing material including Cost of Tags/Label, thread, seal treatment chemicals, transport etc.
- III. Rates should be quoted inclusive of all taxes as levied by the Central or State Government including Octroi, market taxes etc., in the concerned State and Rajasthan, or in transit.
- IV. The seed supplies shall be responsible for printing/writing the script given by RSSCL on each and every seed packet and its cost shall be borne by the supplier.
- V. The rates received in the Bid shall be valid for 90 days and on acceptance of the offer shall remain valid till the expiry of the contract / supply.

22. A. **Bid Security:-** The bid security shall be 2% of the estimated value of tender item. The bid security may be given in form of demand draft or bank guarantee, as mentioned in column 7 & point no. 4 of NIB & annexure - H, I. In lieu of bid security, a bid securing declaration shall be taken from the :-

- I. Departments/Boards of the State Government or Central Government; or
- II. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- III. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

- IV. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
- V. bid securing declaration shall be submitted on Rs. 50 non judicial stamp paper as per the format given at Annexure 'J'. However in this case the non judicial stamp and surcharge there off has to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only. Scanned copy of Bid Securing Declaration will have to be uploaded on www.eproc.rajasthan.gov.in along with the tender. it is mandatory. The original stamp must be sent by registered Indian post/speed post to RSSCL.

B. Refund of Bid security :

- I. **Unsuccessful Bidders:**
In case of unsuccessful Bidders who do not withdraw their offers before the receipt of final decision, the Bid security, shall be returned without interest after the finalization of Bids or after expiry of validity period of the respective offer whichever is earlier, by means of returning the original instrument submitted by the Bidder.
- II. **Successful Bidders:**
After the successful Bidders have completed formalities, the Bid security deposit shall be adjusted in Performance security.

23. **Forfeiture of Bid Security:-** The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

- I. When the bidder withdraws or modifies its bid after opening of bids.
- II. When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period.
- III. When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified.
- IV. When the bidder does not deposit the performance security within specified period after the supply / work order is placed.
- V. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules 2013.

24. **Purchase Preference:** Purchase preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.

25. **Price Fall Clause:-** The price mentioned above is under a rate contract and shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder (supplier/you) quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract (if approved supplier reduces rates to any other organization or any other party of State, the responsibility of informing the reduced rate to RSSCL shall be on the approved supplier), the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

26. Any addendum issued shall be part of the bidding document and shall be uploaded on the SPPP for prospective bidders to download.

27. The Bidder should clearly write on the envelope, " Bid Security, Bid Fee & Processing Fee the supply of Bajra, Dhaincha and Urd certified/TL seed for Kharif 2022." . The envelope

should contain DDs or online payment receipt of Bid Security, Bid fee & Processing fee. Same should physically be deposited at RSSCL on or before due date.

28. At any time prior to the deadline for submission of the bids, the procuring entity, suo moto, may also amend the bidding document, if required, by issuing an amendment which will form part of the bidding document.

29. **Sign the BID :-** The Bidder should sign the Bid form on each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement

30. **Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids :-**

The procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.

31. Conditional Bids will not be accepted.

Signature of Bidder
Or
their authorized
representative with
firm's seal

44

Section - B

General Terms & Conditions of The Contract

1. **Transfer and subletting:-**
The successful Bidder shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or company directly or indirectly or any part thereof without the previous written permission of the corporation.
2. **Splitting of Quantity:-**
Lowest rates of bidder will be accepted but order quantity may be split amongst two or more eligible Bidders, if they agree or give consent to supply on lowest rate which is approved as per provision of RTPP act and rules.
3. **Repeat Order:-**
The validity of the contract period shall be extended to a period of three months as per RTPP act and rules. It shall be open to the corporation to place repeat order with the supplier on the same rates and terms and conditions for quantities as per provision of RTPP act and rules.
4. **Quality criteria:-**
 - I. The Bidder will be responsible for the supply of certified/TL seed of variety mentioned in Bid form and quantities thereof as agreed, and will make available the certified/TL seed of those varieties as shall be mentioned in the agreement which should meet the all parameters/ standards of IMSCS.
 - II. Lot wise Samples will be drawn for STL and GOT by the officials of RSSC of Concerned unit and/ or by Department of Agriculture. The Bidders or their authorized representatives may attend at the time of sampling for which date and time shall be intimated separately by concerned unit.
 - III. The guarantee of physical purity and genetic purity would be given by the Bidder. In case of any complaint, the Bidder would be responsible for making good the losses to the farmers and / or the company (RSSCL).
 - IV. (A)The seed offered should meet the standards of IMSCS. (B) Either the seed is slurry treated or a packet containing sufficient quantity of chemical as per recommended dose shall be kept inside each of seed packet to enable the farmers to treat the seeds before sowing. A pamphlet in Hindi giving warning about chemical and procedure to treat the seed should be kept inside seed packet along with sachet. Even if one bag is found to be without specified chemical in the seed container or the treatment, entire lot supplied will be considered as non treated for penalty purpose. Failure in compliance of this clause is punishable by @5% of cost of that lot shall be imposed
 - V. Even if the seeds meet the IMSCS /Certification standards, the corporation reserves the right to reject the stock if the lot or part thereof, are discolored, lacking luster or on the basis of admixture found by the supervisory staff of the company or on grounds of poor quality grading and packing etc. RSSCL may send representative during period of processing and dispatch of the seeds to draw samples, if necessary, time to time.
5. **Performance security:-**
 - I. Performance security amounting to 2.5% of the order value shall be deposited before issuing the order. Bid Security deposited shall be adjusted in this value. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the bid amount for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1 percent of the bid amount.

- II. Such performance security shall be refunded after successful completion of contract period. No interest shall be payable on any such deposit.

6. Forfeiture of performance Security:- The amount of performance security in full or part may be forfeited in the following cases:-

- I. When the Bidder does not execute the agreement within the specified time period; after issue of letter of acceptance/ placement of supply order; or
- II. When the Bidder fails to commence the supply of the Goods as per supply order within the time specified; or
- III. When Bidder fails to commence or makes complete supply of the Goods satisfactorily within the time specified in work order.
- IV. When any terms and conditions of the contract is breached; or
- V. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
- VI. If the Bidder breaches any provision of the code of Integrity prescribed for bidders in the Act and Chapter VI of the Rules and this Bidding Document.

7. Agreement:-

The successful Bidder shall, within 5 days of having been asked by notice to do so, will be bound to execute a Formal agreement on Rs. 500 non judicial stamp paper as per the Format given in Annexure-G of the Bid document and all relevant terms, conditions and specifications as mentioned in the Bid document shall also form part of this agreement. Any variation in the terms & conditions as may be suggested by the Bidder and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder. In this case the non-judicial stamp and surcharge thereof has to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only.

8. Seed supply criteria:-

- I. The Bidder will be responsible for quality and completion of all the requirements with regard to finally making available the CS/TL seed to RSSCL.
- II. The Bidder shall be responsible for dispatch of the goods to FOR destination RSSCL unit or as communicated by RSSCL before dispatch.
- III. The Bidder will supply the seed only in the required packing size. The bidder will arrange packing material, producer labels, threads, lead seal, and arranging packing, loading, unloading at his cost and expense.
- IV. The seed shall be fresh, processed and packed as per the all parameters/ standards of IMSCS and RSSCL' requirement at the supplier 'premises at his cost and expense. No carry over seed shall be accepted. RSSCL shall have the right to inspect the all operation from time to time.
- V. The supplier shall have to send copy of lot wise Section- IX certificate, STL reports, GR (Transport built), challans, transit bills etc along with the consignment to the destination given by the RSSCL). It is mandatory by law to mark the lot wise seed quantity on bill. The supplier shall have to send lot wise, quantity detail of each lot along with the consignment to the destination in prescribed format.
- VI. The supplier shall have to send lot wise, quantity wise and destination wise detail of each lot /bill supplied and submitted by firm just after last supply to the RSSCL head office in prescribed format.
- VII. The bidder's failure to arrange the supply as per terms and conditions will entitle RSSCL to cancel the work order.

9. Short supply:-

- I. Variation in supplied quantity amounting to $\pm 2\%$ of ordered quantity may be accepted.
- II. If the short supplied quantity is more than 2% and up to 10% , in that case 5% penalty will be imposed on total/ whole the entire short supplied quantity and will be deducted from the first part payment.
- III. In case the short supply is more than 10% then entire performance security shall be forfeited.

10. Liquidated Damages:-

- I. Successful bidder will be expected to supply the ordered seed on or before agreed cutoff date to concern RSSCL units/ destination In Rajasthan given in the supply order, generally it will be approximately 12 day. No Supply would be made after the agreed cut off dates mentioned in the agreement / work order. For the supply after cut of date, extension in cutoff date will be obtained in writing from RSSCL before expiry of cutoff date. However the supply after cutoff date, in case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the supplier has failed to supply:-
 - a) Delay upto one fourth period of the prescribed delivery. $2\frac{1}{2}\%$
 - b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. 5%
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period. $7\frac{1}{2}\%$
 - d) Delay exceeding three fourth of the prescribed delivery period. 10%
- II. In case the maximum amount of liquidated damages crosses 10% , the procuring entity may terminate the contract.
- III. The supplier undertakes that if it fails to have the material delivered at site by the time specified in the purchase order, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation may withhold any payment due to the supplier until the whole of the material have been fully delivered and shall deduct or recover from the supplier the liquidated damages as stipulated above.
- IV. Delivery period may be extended with or without liquidated damages (Maximum 100% of supply period) if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder. If the supplier request for extension of time in completion of any contractual supply on account of occurrence of any unforeseen hindrance or Natural calamity, he shall apply in writing to the authority who has placed the supply order for the same immediately on occurrence or the instance but not after the stipulated date of completion of supply. In case of any circumstances beyond control the change in delivery schedule in respect of Destination, Quantity and delivery time the decision of Managing Director shall be final and binding.

11. Payment Procedure –

- (I) No payment shall be made at the time of delivery of seed
- (II) **80% payment shall be released after getting following reports/ documents .**
 - (A) Original bills, STL reports, Section-IX certificate (in case of certified seed) and Breeder Certificate along with seed growers list (in case of T/L seed)from supplier. Only the STL report issued by notified STL will be acceptable.
 - (B) Stock entry and I.U.T. ,JV from receiving unit of RSSCL .

- (C) Quantity wise and destination wise detail of each lot /bill supplied and submitted by firm in prescribed format.
- (III) Remaining 20% amount will be released after receiving STL report of the sample taken at the time of delivery for every lot at RSSC unit level, Plus GOT Report of every lot and Satisfactory Field Performance Report from concerned RSSC unit/Department of Agriculture.
- (IV) Payment of entire lot quantity supplied shall not be made and no claim shall be entertained if the sample drawn at any unit level at the time of delivery is found to be sub standard / failed in STL and GOT or either of them, and shall be recoverable from the 80% payment made earlier, from due payment to supplier and his security deposit.
- (V) All the payments shall be made from Head office only.
- (VI) All testing charges shall be borne by the supplier. Charges so incurred, shall be deducted by RSSCL from the due payments of the supplier.
- (VII) Seed supplies are being done for the Department of Agriculture/ concerned Department, payment shall be made after receipt of payment from concerned Department, Rajasthan and in proportion to the payment received, subject to completion of the terms given above (I) to (VI).

12. Legal responsibility:-

- I. The successful Bidder shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arise about quality of supplied seed at any point, the bidder shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ committee/ other court or any other authority.
- II. In case the stock fails in sampling & thereby the stop sale order given/ Civil suit filed with the Court, then the successful bidder should lift the balance seed stock of particular lot if available, at his own cost & risk. The successful bidder will be responsible for the consequences of violation of Seed Act 1966, Seed Rule 1966, Seed (Control) Order, 1983, IMSCS and Consumer Protection Acts, if any.
- III. If Civil Suit is filed in any court/forum. In this situation keeping in view the possible legal expenses & possible compensation amount, it will be calculated & deducted from performance security amount.

13. Insurance:-

The supplier shall dispatch all the consignments duly insured for all transit risks according to the dispatch instruction given by the Corporation. To avoid complications that may arise at the time of settlement of claims by underwriters for transit losses, the insurance coverage should be arranged by the supplier at their own cost as under:

- I. In case of indigenous supplier 'all transit risks' insurance shall be arranged commencing from their works to the destination of the Corporation.
- II. The supplier is responsible to give safe delivery of the material FOR destination. For any loss/damages etc. during transit, the supplier shall have to lodge the claim with the insurers and pursue the same till its settlement.

14. Default and Risk Purchase:-

- I. Should the supplier fail to have the store ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it have receiving order made against it or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter

4/12

into liquidation either compulsory or voluntary) the corporation shall have power under the hand of the Chief Executive, to declare the contract at end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expense, losses or damages which the Corporation may be put to incur or sustain by reason of, or in connection with supplier's default.

- II. The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract in whole or in part, they may procure upon such terms and in such manner as they deem appropriate, supplies or services similar to those so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

15. Settlement Of Disputes:-

- I. If there is a dispute between parties or the bidder during procurement process, he may file an appeal in the prescribed performa and manner given in RTPP act of Govt. of Rajasthan. (Annexure-C) The first appellate authority will be A.C.S. / Principal Secretary Agriculture, Administrative Department (Department of Agriculture) and the second appellate authority shall be Secretary Finance (Budget), Govt. of Rajasthan .RSSCL has right to accept or reject the Bid partly or fully without assigning any reason what so ever.
- II. All disputes or difference in relation to the contract or the interpretation of any of its terms of implementation thereof or arising out of the or concerned directly or indirectly with the contract, the bidder may file an appeal. The appellate authority will be A.C.S. /Principal Secretary (Department of Agriculture). All disputes pertaining to the contract shall be decided as per the provisions of Arbitration & conciliation Act, 1996. If for any reason the matter has to be referred to a Court of Law, the Court of Law at Jaipur having its jurisdiction at Jaipur only shall have jurisdiction in this matter.

16. Termination of contract:-

I. Termination for default:-

- a) The Procuring entity, without prejudice to any other remedy under the provisions of the Act, the Rule or the contract for breach of contract, by notice of default sent to the supplier, may terminate the contract in whole or in part.
- b) If the supplier fails to deliver any or all of the goods and/ or related services within the period specified in the contract, or within any extension there of granted by the procuring entity.
- c) If the supplier fails to perform any other obligation under the contract.
- d) If the supplier, in the judgment of the procuring entity has breached any provision of the code of integrity, as defined in the Act, the Rules, in competing for or in executing the contract.

II. Termination for Insolvency:-

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

6/11

III. **Termination for convenience:-**

- a) The procuring entity, by notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the procuring entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- b) The goods which have been shipped or dispatched at the time of supplier's receipt of the notice of termination may be accepted by the procuring entity at the contract terms and prices.

17. Force Majeure :

- I. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

18. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the supplier, his agents or representatives or anyone on their behalf to any employee, representative or agent of the Corporation/ of any person on his behalf in relation to the execution of this or any other contract with the Corporation shall, in addition to the criminal liability under the laws in force, subject the supplier cancellation of this and other contracts with the Corporation, and also to payment to any loss resulting from any such cancellation to the extents as is provided in case of cancellation under Clause No.14 'DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amounts so payable from any money otherwise due to the supplier under this or any other contract.

19. Provision of RTTP Act 2012 & Rules 2013 shall be applicable as the case may be and circulars / notifications issued by deptt. of finance, GOR time to time shall also be applicable.

Signature of Bidder
Or their authorized representative with firm's seal

42

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/ shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

44

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of
..... in response to their Notice Inviting Bids
No.....

Dated I/we hereby declare under Section 7 of Rajasthan Transparency
in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or to have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;
6. That our firm is not involved in any litigation with any state/central govt. deptt. /public undertaking etc.

Date:

Signature of bidder

Place:

Name:

Designation:

Address:

411

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is A.C.S. / P.S.A. Department of Agriculture Government of Rajasthan.

The designation and address of the Second Appellate Authority is Secretary Finance(Budget), Government of Rajasthan.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under pars (1) fails to dispose of the appeal filed within the period specified in pars (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under pars (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

411

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

4114

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of.....

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

2. Name and address of the respondent(s):

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against

and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of

the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....

Supported by an Affidavit)

7.

Prayer:

.....
.....

Place.....

Date.....

Appellant's Signature

UK

Additional Conditions of Contract

1. Correction of arithmetical errors:

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase shall not exceed fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date:

Signature of bidder

Place:

Name:

Designation

Address:

LHK

Annual Turn-over Statement

The _____ annual turnover _____ of _____ M/s. _____ address _____
_____ for the past three years are as given below and certified that the statement is true and correct.

S.No.	Year	Gross Turnover in Rs. Lakh
1	2018-19	
2	2019-20	
3	2020-21	
	Total:	Rs. _____ Lakh
Average gross annual turnover		Rs. _____ Lakh

Date:

Place:
Seal

Signature of Chartered Accountant
With Name, Address &

Note:- If the accounts of the firm have been finalized for the year 2021-22, then the turn over year 2021-22 will be considered.

4/11

Declaration and Undertaking

(on non-judicial stamp paper of Rs.100/-)

I (Name and complete address) _____ Sole Proprietor / authorised signatory of the firm (Name and complete address) _____ do hereby solemnly affirm and declare that the individual/ firm/ company is not blacklisted/banned/debarred on any ground by Bid Inviting Authority or Govt. of Rajasthan or its departments in last three years from date of bid submission.

(Name of Deponent & Signature)

Verification

I S/o (Designation) Affirm on oath that the contents/information as mentioned above, are true & correct to the best of my knowledge and nothing is hidden. I also declare on oath that if any information furnished by me as above is found wrong, forged or fabricated the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible and the firm may be Debarred/Banned/blacklisted/prosecuted for the same.

(Name of Deponent & Signature)

4/12

AGREEMENT FORM

This agreement is made on this (day) (date) between the Rajasthan State Seeds Corporation Ltd. A government of Rajasthan Company, incorporated under the Companies Act 1956 and having its registered office at Pant Krishi Bhawan, Janpath, Jaipur and (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s.....(hereinafter called the 'Supplier' which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the 'Corporation' with the intention of purchasing seed invited offers vide NIT No..... on its own behalf (hereinafter called the 'purchaser')

AND WHEREAS the supplier submitted their Bid and upon consideration of the Bid and after due deliberations, the Corporation placed purchase Order / orders with supplier, for the supply of material as per specifications, quantities mentioned in schedule of this agreement and in purchase order.

AND WHEREAS the Corporation and the supplier have agreed to all the Instructions, terms & conditions as contained in the Bid document which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase materials with specification and details as mentioned in Purchase Order.

For and on behalf of
the supplier

For and on behalf of
Rajasthan State Seeds Corporation Ltd.

Witness

Witness

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

411

Detail of the Bid Security to be deposited :-

Demand Draft must be in favour of Rajasthan State Seeds Corporation Ltd.
payable at Jaipur

S. No.	Crop	Variety	Class of Seed	Qty. (Qtls.)	Bid Security (Rs.)
1	Bajra	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	9750	23,40,000
2	Dhaincha	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	10000	10,60,000
3	Urd	Variety notified during last 10 years and recommended for Rajasthan during Kharif Season	CS/TL	1550	3,10,000

- Note: -**
1. For every tender item or for different varieties of a crop under separate quantity is given, there will be separate Bid Security. Hence, there will be separate DD for every tender item/variety with the name of firm and note/remark/narration on back side of DD that for which crop and variety the amount deposited is
 2. The tenderer may also deposit the Bid Security, Bid fees & Processing fees online in the account of RSSCL Ltd. as per NIB.
 3. If the amount is being deposited online in the account of the corporation, then it should be clear in the note/remark/narration that for which crop and variety the amount deposited is.
 4. This Bid security deposit is refundable / Bid Security deposited shall be adjusted in PSD value

Signature of Tenderer
Or their authorized representative with firm's seal

4/11

**Format of Bank Guarantee Unconditional
Bank Guarantee Unconditional
(To be executed on a non-judicial stamp paper)
Form of Bid Security**

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Bid Security No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [insert NIB number] ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) Having been notified during the period of bid validity specified in the BDS, about the acceptance of its Bid by you,
 - (i) Failed or refused to execute the Contract Agreement within the time period specified in the BDS, or (ii) Failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) Has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

4/11

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

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

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of [insert name of the Bank] SBD for Supply & Installation

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture that submits the bid.]

WIK

Format of Bid Securing Declaration

Bid Securing Declaration

(To be executed on a non-judicial stamp paper of 50/- Purchased in Rajasthan Only)

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

Alternative No, if permitted: [insert identification No if this is a Bid for an alternative]

To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

(i) Departments/Boards of the State Government or Central Government; or

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or

(c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown] SBD for Supply & Installation

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name and address of the Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

6/14