

Rajasthan State Seeds Corporation Ltd.



Bid Document

For

Procurement and installation of various decorative accessories on turn key basis

<i>Particular</i>	<i>Date</i>	<i>Time</i>
Last Date for receipt of Bid	20-06-2022	12:00 Hrs
Opening of Bid	20-06-2022	15:00 Hrs

Pant Krishi Bhawan, IIIrd Floor, Janpath, Jaipur-302005

Telephone No.: 91-141-2227513, 2227514, 2227317 e-mail - rajseedsgm@gmail.com

Website - www.rajseeds.org CIN - U75132RJ1978SGC001781

Index

<i>S.No.</i>	<i>Description</i>	<i>Page No.</i>
1.	Notice Inviting Bid	03
PART - A		
2.	Section -I: Instructions to the Bidders	05-06
3.	Section - II: General Terms & Condition of the Contract	07-12
4.	Section - III: Bid Form and Technical Bid	13-14
5.	Section - IV: Agreement Form	15
6.	Annexure-A: Compliance with Code of Integrity And no conflict of interest.	16
7.	Annexure-B: Declaration by the bidder regarding qualification.	17
8.	Annexure-C: Grievance redressal during procurement process.	18-19
9.	FORM No. 1 : Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	20
10.	Annexure-D: Additional conditions of contract.	21
11.	Annexure-E: Annual turnover certificate	22
12.	Annexure-F: Format for Declaration & Undertaking	23
13.	Check-List of enclosures	24
PART - B		
14.	Section -1: Price Bid With Specifications	26

RAJASTHAN STATE SEEDS CORPORATION LIMITED

Pant Krishi Bhawan, IIIrd Floor, Janpath, Jaipur-302005

CIN - U75132RJ1978SGC001781

Telephone No.: 91-141-2227317, 2227513, 2227514

WWW.rajseeds.org

E-mail - rajseedsqm@gmail.com

F3/Store/RSSC/2022-23/ 6849

Dated: 10/06/22

NOTICE INVITING BID

Rajasthan State Seeds Corporation Ltd. Invites e-Bids in prescribed format from reputed Registered & Authorized firms/Dealers/Suppliers having relevant experience of at least Three years for supplying of following items on turn-key basis.

S.No.	Subject Matter of Procurement	Oty.	Estimated cost (Rs. Lakh)	Bid Security (Rs.)	Bid fees (Rs.) (Including GST)	Minimum Average Annual turnover as per Annexure. (Rs. Lakh.)
1	2	3	4	5	6	7
1	Procurement and installation of various decorative accessories on turn key basis	As per mentioned on Bid Document page no.26	9.75	19500	1180	9.75

1. The Bid Documents may be seen and physically obtained from this office within office hours on any working day. The last date for obtaining tender document shall be **20.06.2022 up to 12:00 Hrs.**
2. The bid fees and bid security amount as indicated above has to be submitted through demand draft payable to Rajasthan State Seeds Corporation Limited, payable at Jaipur. Latest by Date **20.06.2022 up to 12:00 Hrs** or the same may be deposited online as per the details given below however in such case the copy of transaction receipt has to be submitted to along with the tender document.

Account Name: Rajasthan State Seeds Corporation Limited
Name of Bank: State Bank of India
Branch: Commercial Branch, Jaipur
Account No.: 51052136667
IFSC code: SBIN0031781

Account Name: Rajasthan State Seeds Corporation Limited

3. The bid shall be opened at **15:00 Hrs on 20.06.2022** 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.
4. The Bid fees shall not be refundable.
5. Bids, should be submitted strictly as per instructions to Bidders given in part A of the Bid document.
6. Bid not accompanied with requisite Bid Fees and Bid Security as per the instructions contained in the Bid document are liable for rejection.
7. Above quantities are indicative & order may be placed for whole or part of the quantity as per requirement.
8. RSSC reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.


Managing Director

PART-A

Section-1

INSTRUCTIONS TO BIDERS

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 their purport 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 documents.
3. Bid must be submitted in the Bid form provided in section-iii of 'part A' of the Bid document. The Bidder may attach additional sheets to the Bid form wherever detailed description is necessary.
4. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any, should bear the signatures 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 void on this ground.
5. The Bidders should enclose with their offers descriptive catalogues, leaflets etc. supplementing the description and point out any special features/advantages of their material quoted.
6. **QUOTATION OF PRICES:**
Bidder shall give a final and net per unit price free from all escalations and Request for change in price will under no circumstances be considered after opening of the Bid. **Price quoted shall be F.O.R. destination and exclusive of GST.**
7. **Printed Terms & Conditions of Bidding Firm:**
Printed terms & conditions of the bids shall not be considered and the same shall not be binding to become part of the contract unless any of such terms is specifically laid down by the Bidder and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms & conditions of the Bidding firms have been rejected by RSSC.
8. **Bid security:**
 - (i) Bidders are required to deposit Bid security with the Corporation as indicated in notice inviting Bid by means of Demand Draft payable at Jaipur, in favour of Rajasthan State Seeds Corporation Ltd. **CHEQUES WILL NOT BE ACCEPTED.**
 - (II) Bid Security shall be 2% of the estimated value of subject matter of Procurement put to bid. In case of Small Scale Industries of Rajasthan, it shall be 0.5% of the estimated value of subject matter of procurement put to bid in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated value of Bid.
Relaxation in BID SECURITY Shall be considered only when bidder submits the proof of eligibility for such relaxation physically at the time of BID SECURITY submission or else the bid shall be rejected.
9. **Opening of Bid:**
The tenderers or their authorized representatives may attend at the time of opening of the tender.
10. **Order quantity:** The quantities shown in NIT are indicative & the actual order quantity may vary at the sole discretion of RSSC.

11. **Appeal:-** If there is a dispute between parties or the bidder is aggrieved by the action of RSSC, he may file an appeal in the prescribed Performa and manner given in RTPP act of Govt. of Rajasthan. The first appellate authority will be Principal Secretary Agriculture, Administrative Department (Department of Agriculture) and the second appellate authority shall be Secretary Finance (Budget), Govt. of Rajasthan.
15. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
16. If it is proved that any bidder has submitted any false document then RSSC Ltd. reserves the right to debar the bidder / forfeit the bid security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.
17. The rates received in the bid shall be valid for acceptance for a period of 90 days from the last date of bid submission. In case the last date happens to be holiday offers should remain open for acceptance till the next working day. Tenders with shorter validity, immediate acceptance and any such similar conditions are liable to be rejected.
18. The average annual turnover of the bidder (Annexure-E) should be greater than or equal to as mentioned in column 8 of NIT. Do not submit bid if the average turnover of the firm is less than the amount mentioned in column 8 of NIT.
19. Bid security of a bidder lying with RSSC Ltd. In respect of other bids awaiting decision shall not be adjusted towards bid security of this bid. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
20. A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by-
 - (a) any procuring entity, if debarred by the state Government; and
 - (b) a Procuring Entity if debarred by such procuring Entity.
21. No Bidder who is not registered under the GST in the State where his business is located shall bid. The GSTIN must be quoted, without which the Bidis liable to be rejected.
22. Any addendum issued shall be part of the Bidding Document and Shall be Communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring entity. It shall also be uploaded on the www.SPPP.rajasthan.gov.in for prospective bidders to download.
23. At any time prior to the deadline for submission of the Bids, the Procuring entity, suo motu, may also amend the bidding document, if required, by issuing an amendment which will form part of the bidding document.
24. To give prospective Bidders reasonable time in which to take upon addendum into account in preparing their Bids, the Procuring entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document from the procuring entity and also by uploading it on the website of State public procurement portal.
25. 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 word stamp paper has to be purchased in Rajasthan only)

5/12

SECTION-II

GENERAL TERMS & CONDITION OF THE CONTRACT

1. **Transfer and subletting**

The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly, in full or any part thereof without the previous written permission of the Corporation.

2. **Indemnity**

The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said material for infringement of any right protected by talent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark being made against the Corporation, he shall notify the supplier of the same and the supplier shall be at liberty, but at his own expense, to conduct negotiations or prosecute any litigation that may arise there from. In the event of the Corporation becoming or liable to pay any amount on any aforesaid account, the supplier shall make good the amount so payable and the expense incurred in that behalf.

3. **Validity:**

The contract for supply shall be valid as per the provisions of RTPP Act and Rules.

4. **Performance security**

(a) Performance security amounting to 2.5% of the order value shall be deposited before issuing the order, Such Performance security shall be refunded after successful completion of warranty period. No interest shall be payable on any such deposit.

(b) 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 or Related Services as per supply order within the time specified; or
- iii. When Bidder fails to commence or makes complete supply of the Goods or related service satisfactorily within the time specified; or
- 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.

Notice of reasonable time will be given in case of forfeiture of performance Security. The decision of the Procuring Entity in this regard shall be final.

5. **Agreement**

The successful Bidder shall, within 15 days of having been upon by notice to do so, be bound to execute a Formal agreement on Rs. 500 non judicial stamp paper as per the Format given in Section- IV of Part 'A' 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 Rajasthan State Seeds Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder.

6. **Repeat Order:**

It shall be open to the Rajasthan State Seeds 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.

7. **PACKING**

The supplier shall pack the material sufficiently and properly to ensure its safe delivery without any loss or damage up to the destination.

8. **DELIVERY, INSTALLATION & COMMISSIONING**

4/11

The supplier shall undertake to complete the supply of equipment within 60 days from the date of placing the purchase order. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers unless otherwise specifically mentioned in the purchase order. The date of stock entry by the consignee unit of RSSC shall be construed as date of receipt of the equipment for the purpose of calculating the delivery period/ delay penalty. Place of delivery is RSSC (various offices of RSSC as mentioned in NIT or Purchase order). Location of supply may change.

The supplier shall undertake to complete the installation and commissioning of equipment/machine within 30 days from the date of receipt of equipment/machine. No extension of period beyond 30 days from the date of receipt of equipment/machine shall be allowed for installation and commissioning of equipment/machine unless it is due to non-preparedness of site on part of RSSC.

In this manner total time for supply, installation and commissioning shall not exceed 90 days.

9. 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:

- (a) In case of indigenous supplier 'all transit risks' insurance shall be arranged commencing from their works to the destination of the Corporation.
- (b) The supplier is responsible to give safe delivery of the material at 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.

10. The supplier should quote the price exclusive of GST.

11. LIQUIDATED DAMAGES:

- I. Time of delivery as stipulated in the purchase order is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation; the supplier hereby agrees that the Corporation shall suffer damages at the rate of 2.50% for each week or part thereof by which delivery is delayed subject to maximum of 10% and it shall be deemed to the actual damage suffered by the Corporation. In case the maximum amount of liquidated damages crosses 10 %, the procuring entity may terminate the contract.
- II. 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.
- III. Delivery period may be extended with or without liquidated damages 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.
- IV. 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.

12. 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 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.

13. Inspection and testing:

The supplier shall give at least 05 days to the Corporation to offer inspection of the equipment / machine. The Corporation or its authorized nominee may carry out inspection at the supplier's works. The expenditure incurred on inspection such as T.A. and D.A. shall be borne by the Corporation, however, the supplier shall provide at its own cost all material, equipment, tools, labour and other facilities for carrying out inspection, test or examination which the Corporation or its nominee may consider necessary. In case supplier gives a notice and fails to offer the equipment for inspection on the date fixed for inspection, expenditure incurred on T.A. and D.A. shall have to be borne by the supplier and such will not entitle the supplier to ask for any extension in time of delivery.

14. REMOVAL OF DEFECTS

If upon inspection, any defects of whatsoever nature, are pointed out by the Corporation or its nominee, it shall be the duty of the supplier to rectify the same as far as they are within the specifications mentioned in the supply order immediately after communication of defects. The date of receipt after removal of defects will be construed as date of receipt for the purpose of calculating delivery period for the purpose of Clause-10 of Section-II of Part 'A'.

15. TERMS OF PAYMENT

1. All invoices shall be prepared in quadruplicate in favour of Rajasthan State Seeds Corporation Ltd., Jaipur and shall be signed by the Supplier or his authorized agent. Every invoice shall bear a certificate that the "**material covered by the invoices has been inspected by the supplier before delivery and confirms in every way to the contract specifications and is packed in accordance with the contract requirements and further that no invoice has been preferred previously in respect of the articles charged in the particular invoice**". The invoices shall be sent to head office of RSSC.
2. Payment shall be done, after satisfactorily trial and commissioning of the F.O.R. Supplied equipment/machine and furnishing the certificate to this effect by the consignee unit of RSSC.
3. GST shall be paid extra as per the prevailing rates and rules.

16. SETTLEMENT OF DISPUTES

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 Agriculture 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.

17. 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.13 '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.

18. **On-site Warranty**

- (i) The supplier shall warrant that goods to be supplied under this contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for material of the type of equipment ordered and in full conformity with the contract specification and drawings of samples, if any, and shall operate properly and satisfactorily.
- (ii) Supplier shall provide guarantee for the satisfactory performance of the equipment in accordance with the specifications and norms fixed by the Corporation for the period of 12 months from the date of commissioning of equipment/machine.
- (iii) The supplier's responsibility in respect of any complaints, defects or claims shall be limited to supply and installation or replacement of parts free of charge or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the equipment provided defects are brought to the notice of the supplier within 3 months of their being first discovered during the warranty period and in no case after one month from the date of expiry of warranty period. The warranty period for replaced parts will extend to 12 months from the date of replacement as envisaged by the warranty clauses in this agreement` in respect of original supply.
- (iv) The supplier shall, if required, replace the goods or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place at the option of the Corporation. The supplier shall pay to the Corporation the value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.
- (v) All replacements and repairs that Corporation shall call upon, the supplier to deliver or perform under this warranty, shall be delivered or performed by the supplier within 02 days (promptly and satisfactorily) failing which the cost of emergency repairs done by the user unit shall be borne by the supplier and refund of security deposit shall be extended by the supplier till such time all the claims are settled to the satisfaction of the Corporation. If the supplier desires to take over the defective parts, it shall be done within 01 month from the date of replacement. Thereafter, Corporation shall not be responsible to keep the defective parts.
- (vi) The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Corporation or on his behalf in any way without informing the supplier in advance. If, however, any such repair does not affect the strength, performance or reliability, the warranty shall continue to apply. Any defect caused to any party due to misuse, negligence or accident will not be covered by warranty.

19. **Specification:**

Separately enclosed with the Bid documents in PART- B

20. The purchase committee or its duly authorized representative shall at all reasonable time have access to the supplier premises and shall have the power in all reasonable time to inspect and examine the material and workmanship of the goods.
21. The contract of supply can be repudiated at any time, if the supplies are not made to the satisfaction of the corporation.
22. ***The Bidder should sign the Bid Form at each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement.***
23. If the Bidder quotes/reduces its price to render similar goods, works or services at a price lower than the contract price to anyone in the state at any time during the

currency of the contract, the contract price shall be automatically reduce with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under this contract and the contract shall be amended accordingly.

24. Termination of contract:

A. Termination for default:

(i) 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.

(ii) 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.

(iii) If the supplier fails to perform any other obligation under the contract.

(iv) 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.

B. 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.

C. Termination for convenience:

(I) 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.

(ii) 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.

25. Authenticity of Equipment

a) The selected bidder shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

26. Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

411

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

27. ***Rules of RTPP act 2012& 2013 Rules shall be applicable as the case may be.***

(Signature & Stamp of Bidder)

411

SECTION-III

BID FORM

To,

**The Managing Director,
Rajasthan State Seeds Corporation Ltd.,
Pant Krishi Bhawan, Janpath,
Jaipur.**

Sub: Bid for supply of _____

Sir,

- (i) I/We _____ have read the Bid document as issued by Rajasthan State Seeds Corporation Ltd, (Hereinafter called Corporation) and hereby agree to abide by the said instruction, terms and conditions.
- (ii) I/We also agree to keep the offer contained in the Bid open for acceptance for a period of 90 days from the last date of bid submission.
- (iii) I/We also agree to extend the validity of this Bid for a further period of three months from the date of placing the initial order to repeat the order for any additional quantities likely to be required during this period.
- (iv) I/We offer to supply the material at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period mention in supply orders.
- (v) The Bid security of has been deposited vide Bank Draft No. _____ for Rs. _____ (Rupees _____)
- (vi) The full value of the Bid security shall stand forfeited without prejudice to any other rights or remedies if:
I/We withdraw the offer before a final decision of the Bid is taken, provided that such a withdrawal is made within 90 days from the last date of bid submission.
I/We do not execute the contract document/agreement within the stipulated period after acceptance of my/our Bid will be known to me/us.
- (vii) Until a formal agreement is prepared and executed, acceptance on this Bid shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
- (viii) It is agreed that Civil Courts at Jaipur, Rajasthan alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this Bid or subsequently.
- (ix) We have submitted/uploaded this Bid as per the requirements of web procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in
- (x) I/We have read and understand that my/our financial bid shall be opened only if our bid is found qualified based on technical bid.
- (xi) I/We have read and understood the specification for the items and terms and condition contained in the Bid document and agrees to which by the same and against which the bids are submitted.
- (xii) **Contact details :**
(1) Name of the Firm: _____
(2) Name of contact person: _____
(3) Complete address for correspondence: _____

(4) Telephone Numbers : _____
(5) Mobile Numbers : _____
(6) Fax Numbers : _____
(7) Email ID: _____

(Signature & Stamp of Bidder)

414

TECHNICAL BID

To,

**The Managing Director,
Rajasthan State Seeds Corporation Ltd.,
Pant KrishiBhawan, Janpath,
Jaipur.**

Sir,

Technical bid of our Company is as under:

- 1.1 *Constitution or legal status of Bidder i.e. Proprietorship / Partnership /Company etc. _____
- *Power of attorney/ Authority of signatory of Bid (Attach if required).
- 1.2 Financial reports for the last three years(Attach copies of ITR for these years along with a certificate for yearly and average turnover by Chartered accountant as per annexure-E).
- 1.3 Name, address and telephone, telex , fax numbers and email id of the Bidders' banker who may provide references if contacted by the RSSC along with the details of the account hold by the bidder.
- 1.4 Attach copies of GST registration, PAN card, Udyog AADHAAR for MSME.
- 1.5 1.5 An affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred / black listed / punished by any state/central Govt. Deptt. /Public Enterprises/Govt. Undertaking. (as per Annexure-F)
- 1.6 **Please provide all the information as desired in this technical bid or else the Bid may be rejected.**

(Signature & Stamp of Bidder)

SECTION-IV

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 processing material 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.

Settlement of Disputes

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 Agriculture 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.

No amendments or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

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.

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.

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. depts./public undertaking etc.

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

51-

Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is Fainance Department 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.
- (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 authorized 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.

LM

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

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 or decrease 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:

Place:

Signature of bidder

Name :

Designation

Address:

411

Annual Turn-over Statement

Annexure-'E'

The _____ annual turnover of _____ M/s. _____ address _____ for the past three years is 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

Note :- If audited figures of financial year 2021-22 are available then that may also be considered.

Date:
Place:

Signature of Chartered Accountant
With Name, Address & Seal

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

I (Name and complete address) _____ Sole
Proprietor / authorized 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)

Rajasthan State Seeds Corporation Ltd.

Check list of enclosures for Technical & Commercial Bids:

S.No.	Item	Mode of submission	{ }
1.	Demand Draft for Bid Fee and Bid Security	(Physical submission up to the date and time as mentioned in NIT)	{ }
2.	Authorization /Resolution for signing of bid if it is limited Company or partnership firm. OR An affidavit of ownership if proprietary firm/sole traders	-DO-	{ }
3.	Format of Technical bid duly filled and signed.	-DO-	{ }
4.	PAN card, GST registration and Udyog Aadhaar for MSME	-DO-	{ }
5.	ITR and certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	-DO-	{ }
6.	Bank Details as per technical bid.	-DO-	{ }
7.	Anoterised affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt. Deptt. /Public Enterprises /Govt. Undertaking.(as per annexure-F)	-DO-	{ }
8.	Each and every page of Bid document should be signed with stamp of authorized signatory of Bidder.	-DO-	{ }
9.	Other documents as required in support of the Bid.	-DO-	{ }

Note: - Pl. submit the documents of current validity wherever necessary and do not submit irrelevant or unnecessary documents. In absence of any of the above documents, Bid shall be considered for rejection.

411

PART-B

Price Bid with Specifications

Procurement and installation of various decorative accessories

S.No	Description	Qty	Unit	Rate(Rs.)	Amount
1.	Providing and Fixing Gypsum False ceiling(Gyproc/USG Broal)	1200	SQFT		
2.	Providing and Fixing Flush door(BWP Grade:)	6	Nos.		
3.	Renovation of Toilet Plumbing/Tiling/Sanitary/CP fitting as per design approved Base price for CP(Sanitary-CP)	1	JOB		
4.	Providing and Applying Asian Royal Paint on Ceiling and wall other then(Asian: Royale)	2500	SQFT		
5.	Misc. Cleaning/debris removal and other/construction of brick walls	1	JOB		
6.	Providing and Fixing Glass/wooden Partition (Saint Gobin/AIS/HIG or Equivalent)	525	SQFT		
7.	Providing and Fixing Glass doors with Ozone Hardware (Hardware Hettich/Haffele/Ebco)	4	Nos.		
8.	Providing and Fixing wall Panneling w	500	Nos		
9.	Corner design treatment in hdhmr board with glass top and storage underneath (Hardware Hettich/Haffele/Ebco)	25	SQFT		
Total					