

# **Rajasthan State Seeds Corporation Ltd.**

(Government of Rajasthan Undertaking)



## ***E-Bid Document***

***For***

### ***Supply of Carbendazim 50%WP on Annual Rate Contract basis***

| <b><i>Particular</i></b>                              | <b><i>Date</i></b> | <b><i>Time</i></b>     |
|---|--------------------|------------------------|
| <b>Last Date for receipt of Bid</b>                   | <b>14.09.2022</b>  | <b>Up to 13:00 hrs</b> |
| <b>Physical submission of Bid and processing fees</b> | <b>14.09.2022</b>  | <b>Up to 13:00 hrs</b> |
| <b>Opening of Technical Bid</b>                       | <b>14.09.2022</b>  | <b>At 14:00 hrs.</b>   |

**Pant Krishi Bhawan, IIIrd Floor, Janpath, Jaipur-302005**  
**Telephone No.: 91-141-2227944, 2227514 E-mail: rajseedsproc@gmail.com**

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# RAJASTHAN STATE SEEDS CORPORATION LIMITED

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

CIN - U75132RJ1978SGC001781

WWW.rajseeds.org

Telephone No.: 91-141-2227944, 2227514

E-mail - rajseedsproc@gmail.com

F3/Processing/RSSC/2022-23/ 12804


Dated: 24/08/22

## NOTICE INVITING BID

Rajasthan State Seeds Corporation Ltd. Invites e-Bids in prescribed format from reputed manufacturers / suppliers for one year From the date of agreement on rate contract basis having relevant experience of at least any one year in last four years for supply of similar items.

| S. No. | Name of Material  | Unit | Quantity No./kg | Estimated cost (in Lakh) | Bid security (Rs.) | Bid fee (Rs.) including GST | Processing fee (Rs.) including GST | Minimum average Annual Turn-over as per Annexure-E (Rs. Lakh) |
|--------|-------------------|------|-----------------|--------------------------|--------------------|-----------------------------|------------------------------------|---|
| 1      | 2                 | 3    | 4               | 5                        | 6                  | 7                           | 8                                  | 9   |
| 1      | Carbandazim 50%WP | Kg.  | 60000           | 200.00                   | 400000             | 2360                        | 1180                               | 400.00  |

- This Bid shall be processed through E-procurement portal of Govt. of Rajasthan i.e. [www.eproc.rajasthan.gov.in](http://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](http://www.sppp.rajasthan.gov.in) and corporation website [www.rajseeds.org](http://www.rajseeds.org) The Bid is also available on Agriculture Portal of Govt. of Rajasthan. [www.agriculture.rajasthan.gov.in](http://www.agriculture.rajasthan.gov.in)
- The last date for downloading the Bid document and uploading of duly filled Bid form shall be on **14.09.2022 up to 13:00 Hrs.** The Bid security and Bid fees shall be accepted by way of demand draft in favour of **Rajasthan State Seeds Corporation Limited** payable at **Jaipur** and online in the Account to the RSSC Ltd. Processing fees shall only be accepted by way of demand draft in favour of **Managing Director, RISL** payable at **Jaipur** and online in the Account to the RSSC Ltd.
- Demand drafts of Bid fees, Processing fees, Bid security and declaration as per Annexure "F" & "H" shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to **13:00 Hrs. on 14.09.2022** The tenderer may also deposit the tender fees, processing fees and Bid security online in the account of RSSC Ltd. As per the details given below however in such case the firm has to upload the transaction receipt along with the tender on [www.eproc.rajasthan.gov.in](http://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. : 51052136667**  
**IFSC code: SBIN0031781**
- The technical bid shall be opened at 14:00 Hr. on **14.09.2022** 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.
- The Bid fees, and processing fees shall not be refundable. Bid Security shall be adjusted against Bid performance Security
- Bids, both Technical bid and financial bid should be submitted strictly as per instructions to Bidders given in part A of the Bid document.
- Bid not accompanied with requisite Bid Fees, Processing Fees, Bid security and not submitted as per the instructions contained in the Bid document are liable for rejection.
- The tenderer shall have to submit Five representative sample of 500 gram each the tendered Item upto 13:00 Hrs on 14.09.2022. These samples shall be tested in laboratory before finalization of the technical bid and the outcome of technical bid shall be decided accordingly i.e. only the bidders whose representative sample are found standard shall only qualify the technical bid .The Representative sample submitted should be free from any type of permanent marking.
- Above quantity are indicative & order may be placed for whole or part of the quantity as per requirement.
- RSSC reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.

  
Managing Director

## Section-1

### INSTRUCTIONS 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 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. 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.** 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.
7. **Printed Terms & Conditions of Biding 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 Biding firms have been rejected by RSSC.
8. **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](http://www.eproc.rajasthan.gov.in) and as mentioned in Check-List.**
9. **Opening of Bid:**  
The Bidders or their authorized representatives may attend at the time of opening of the Bid.
10. **Order quantity:**  
Since this Bid is on rate contract basis valid for one year from the date of agreement the orders shall be placed as & when and as per the requirement. The quantities shown in NIT are indicative & the actual order quantity may vary at the sole discretion of RSSC. Order quantity may be split amongst two or more eligible Bidders, if they agree and give written consent to supply on lowest rate which is approved.
11. 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 A.C.S./Principal Secretary Agriculture, Administrative Department (Department of Agriculture) and the second appellate authority shall be Secretary Finance (Budget), Govt. of Rajasthan.
12. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
13. 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.
14. The rates received in the bid shall be valid for acceptance for a period of 90 days from the last date of bid submission. Bids with shorter validity period are liable for rejection.
15. The average annual turnover of the bidder (annexure-E) should be greater than or equal to as mentioned in column 9 of NIT. Do not submit bid if the average turnover of the firm is less than the amount mentioned in column 9 of NIT for respective item.
16. 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.

17. 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/ or Central Government.
  - (b) A Procuring Entity if debarred by such procuring Entity.
20. Bidder who is not registered under the GST in the State where his business is located should not bid. The GSTIN must be quoted, without which the Bid is liable to be rejected.
21. Any addendum issued shall be part of the Bidding Document and Shall be uploaded on the SPPP for prospective bidders to download.
22. 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.
23. **Past performance :**

The bidder must be a prime supplier of items of a similar nature having relevant experience of at least any one year in last four years/current year. Attach copies of purchase orders and certificate of satisfactory completion issued by any Govt./public sector organization relating to minimum one year in the last four years. Such certificate relating to current year may also be considered. This past performance should have minimum value equivalent to the estimated cost of concerned Bid value of package items/ item in a year.
24. If any bidder discloses the rate in technical bid then such bid shall be rejected.
25. **Sample to be submitted :-** The tenderer shall have to submit Five representative sample of 500 gram each of the tendered Item upto the time & date as mentioned in NIT. These samples shall be tested in laboratory before finalization of the technical bid and the outcome of technical bid shall be decided accordingly i.e. only the bidders whose representative samples are found standard shall only qualify the technical bid .The Representative sample submitted should be free from any type of permanent marking.

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## **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 patent, 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 **for one year from the date of agreement** and it may be extended as per the provisions of RTPP Act and Rules.

#### **4. Bid security:**

##### **A- Bid security deposit -**

- (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.**

(III) 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 'I'**. 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) 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.
- (ii) In case of successful Bidders after completion of all the formalities of agreement as mentioned in clause 5, the bid security shall be adjusted in Performance security.

### **C. Forfeiture of Bid security:**

The Bid Security deposited by the bidder shall be forfeited in following cases, namely:-

- i. When the Bidder withdraws or modifies his Bid after opening of Bids; or
- ii. When the Bidder does not execute the agreement in accordance with Clause-6 within the specified time after issue of letter of acceptance; or
- iii. When the Bidder does not deposit the Performance Security in accordance with Clause 5 (a) before placing the supply order ; or
- iv. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules and annexure-A ; or
- v. If the Bidder does not accept the correction of its Bid price pursuant to annexure-D (Correction of Arithmetical Errors).

### **5. Bid performance Security:-**

(a) Performance security amounting to **2.5%** of the order value shall be deposited before issuing the order. 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.

(b) Such Performance security shall be refunded after successful completion of contract period. No interest shall be payable on any such deposit.

#### **(c) Forfeiture of Bid 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 as per clause 16 (iii); 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.

### **6. 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 (purchased in Rajasthan only) 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 Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder.

### **7. 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.

### **8. PACKING**

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

### **9. DELIVERY**

All the material shall be required to be delivered within prescribe Schedule time as mentioned in the supply order/purchases order.

## 10. 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.

**11. The supplier shall quote the price exclusive of GST-** However GST shall be paid as per the prevailing rates & rules at the time of supply.

## 12 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 (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.

## 13. 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 contact 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.



#### 14. **Inspection and testing:**

The material supplied shall be inspected & tested as per applicable procedure laid down as follows.

- (I) **The sampling shall be done as per the procedure enclosed at annexure-G.**
- (II) RSSCL may constitute a central vigilance team to draw samples of the commodity at any time for his satisfaction other than already constituted committee and results of samples taken by central vigilance team of any commodity will be binding to supplier for acceptance. If any batch found misbrand by SPTL/CIL & same quantity seized by notified inspector and kept in RSSC premises than storage charge shall be recovered from supplier on monthly basis based on carpet area covered.
- (III) All testing charges shall be borne by the supplier and all such payment by RSSC shall be deducted from the due payment of the supplier.
- (IV) Inspecting and testing of material may be done by third party also if Corporation feels necessary which had technical resources (technical as well as equipped laboratory).

15. If any batch of supplied carbendizim 50% WP found misbrand in testing, no payment shall be given against the supplied quantity of such batch. All legal and financial liabilities for such misbrand / sub-standard batch shall be borne by the supplier. All rules and regulation of agriculture department and Insecticide Act 1968 and Rules with latest amendments will be applicable on supplied material of chemicals. If multiple samples of same batch are tested and even if one of the samples is found misbrand, no payment shall be made for entire batch. When any batch is found misbrand in SPTL, RSSC shall stop using it and the same shall be returned to supplier if the supplier obtains necessary approval from department of Agriculture.

RSSC reserves the right to forfeit the Bid security/Performance security and debar the firm for such deviations/complaints.

#### 16. **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 10% penalty will be imposed on the entire short supplied quantity and shall be deducted from the final payment.
- (iii) In case the short supply is more than 10% then it would be deemed breach of contract and the entire performance security shall be forfeited.

#### 17. **TERMS OF PAYMENT**

1. All invoices should be prepared in duplicate and to be submitted to the concerned consignee unit of RSSC.
2. One copy of duly stock entered Invoice should be submitted along with necessary IUT certificate & test / inspection report (if applicable) to the Head Office, RSSC.
3. All the payments shall be done from Head office.
4. No payment shall be made at the time of delivery.
5. **The full payment shall be released with or without penalty after getting the test report.**
6. If any deviation is found from the specifications the penalty shall be deducted from the due payment as per the procedure laid down at clause no.15.
7. The penalty for delay in supply shall be deducted as per clause no. 12.
8. Remittance charges on payment to firms will be borne by the supplier.

#### 18. **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 Chairman of RSSCL and the Chairperson of the company shall make a mutually agreed decision, which will be acceptable to both the parties.
- III. The Jurisdiction of all disputes will be Jaipur.

### 19. 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.

### 20. Registration for chemicals:

***In case of treatment chemicals i.e. Carbendazim 50%WP bids from the firms enlisted under 'A' & 'B' category valid on the last date of bid submission by the Department of Agriculture, Govt. of Rajasthan shall only be accepted.*** At the same time the firm should have valid sale license, sale permission and manufacturing license issued by the Department of Agriculture, Govt. of Rajasthan, as applicable. No additional time shall be given to complete any of these formalities. In case of manufacturer of technical grade material copy of the registration certificate from CIB for the manufacture of technical grade material along with valid manufacturing license should be given along with the Bid document. If the bidder is not a technical grade manufacturer then submit consent of technical grade manufacturer along with copy of the registration certificate from CIB for the manufacture of technical grade material along with valid manufacturing license of technical grade manufacturer so as to prove the source of material.

### 21. Specification:

#### **Carbondazim 50% WP ( As per IS : 8446-1991)**

- (1) Active Ingredient Content : 50% ( Tolerance +5% / -3% )
- (2) Packing Size : 25 Kg in DRUMS for safe carriage.
- (3) Expiry period : Minimum Two years from the date of manufacturing
- (4) It should be standard as per the sample test report.

**Note: Manufacturing date of any chemical batch supplied shall not be more than 45 days from the date of actual receipt of the batch at consignee unit for any of the above mentioned chemical.**

22. 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.
23. The contract of supply can be repudiated at any time, if the supplies are not made to the satisfaction of the corporation.
24. **The Bidder should sign the Bid from at each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement.**
25. The rejected goods must be removed by the Bidder from the place where they may be, within 15 days of the date of information or rejection, the official concerned will take reasonable care of such a material, but in no case shall be responsible for any loss, shortage, damages, that may occur to it, while it is in their premises. In case the supplier does not lift defective material within schedule time, Clause 15 ii shall be applicable.
26. If the rate contract holder 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, the rate 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 rate contract and the rate contract shall be amended accordingly.

27. The tenderer shall have to submit five representative sample of the tendered Item. These samples shall be tested in laboratory before finalization of the technical bid and the outcome of technical bid shall be decided accordingly i.e. only the bidders whose representative samples are found standard shall only qualify the technical bid .The Representative sample submitted should be free from any type of permanent marking.

**28. 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 thereof 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.

29. Provision of RPPP Act 2012 & rules shall be applicable as the case may be and circulars /notifications issued by deptt. Of finance, GOR time to time shall be also be applicable.

**(Signature & Stamp of Bidder)**

# 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](http://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) GST & Pan No. : \_\_\_\_\_

(7) Email ID : \_\_\_\_\_

(Signature & Stamp of Bidder)

## TECHNICAL BID

To,

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

Sir,

Technical bid of our Company for \_\_\_\_\_ (Item) is as under:

1. \*Constitution or legal status of Bidder i.e. Proprietorship / Partnership /Company etc. \_\_\_\_\_

\*Power of attorney/ Authority of signatory of Bid (Attach if required).

2. **Past performance:** The bidder must be a prime supplier of items of a similar nature having relevant experience of at least any one year in last four years/current year. Attach copies of purchase orders and certificate of satisfactory completion issued by any Govt./public sector organization relating to minimum one year in the last four years. Such certificate relating to current year may also be considered. This past performance should have minimum value equivalent to the estimated cost of concerned Bid value of item in a year.
3. Attach copies of ITR for these last three years along with a certificate for yearly and average annual turnover by Chartered accountant as per **(Annexure-E)**.
4. Name, address and telephone 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.
5. Attach copies of GST registration, PAN card, Udyog AADHAAR for MSME.
6. 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)**
7. In case of chemicals following documents must be submitted:  
The firm should have valid sale license, sale permission and manufacturing license issued by the Department of Agriculture, Govt. of Rajasthan, as applicable. No additional time shall be given to complete any of these formalities. In case of manufacturer of technical grade material copy of the registration certificate from CIB for the manufacture of technical grade material along with valid manufacturing license should be given along with the Bid document. If the bidder is not a technical grade manufacturer then submit consent of technical grade manufacturer along with copy of the registration certificate from CIB for the manufacture of technical grade material along with valid manufacturing license of technical grade manufacturer so as to prove the source of material.
8. Minimum Quantity which may be supplied in one month: \_\_\_\_\_ No. /Kg.
9. The tenderer shall have to submit five representative sample of 500 gram each the tendered Item. These samples shall be tested in laboratory before finalization of the technical bid and the outcome of technical bid shall be decided accordingly i.e. only the bidders whose representative samples are found standard shall only qualify the technical bid .The Representative sample submitted should be free from any type of permanent marking.

**(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.

For and on behalf of  
the supplier

For and on behalf of  
Rajasthan State Seeds Corporation Ltd.

Witness

- 1.
- 2.
- 3.

Witness

- 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. deptt. /public undertaking etc.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:



# Grievance Redressal during Procurement Process

Annexure-'C'

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 para (1) fails to dispose of the appeal filed within the period specified in para (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 para (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 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.

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**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)

Prayer:

7.

.....  
 .....  
 .....

Place.....

Date.....

Appellant's Signature

*Handwritten mark*

## 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:  
Place:

Signature of bidder  
Name:  
Designation  
Address:

## Annual Turn-over Statement

Annexure-'E'

The annual turnover of M/s. \_\_\_\_\_  
\_\_\_\_\_ address \_\_\_\_\_ for the past three  
years based on audited balance sheet 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       |                            |      |
|                               | <b>Total:</b> | Rs.                        | Lakh |
| Average gross annual turnover |               | Rs.                        | Lakh |

### **Note:**

Annual turnover for the year 2021-2022 may also be considered in the block of the three year for the purpose of calculation average gross turn over if the audited balance sheet is available for the year 2021-2022.

Date:

Place:

Signature of Chartered Accountant  
With Name, Address & Seal

(Name of Legatee)

**Declaration and Undertaking**

**Annexure-F**

(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 any Bid Inviting Authority or Govt. of Rajasthan or its departments/Central Government 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)

W

**Guidelines for inspection and sampling of Carbendazim 50% WP.**

1. The supplier of Carbendazim 50% WP shall make a request to M.D. R.S.S.C. to get the samples from his manufacturing premises/licensed depot Carbendazim 50% WP is ready for dispatch. The material would be dispatched after sampling.
2. It has to be ensured that samples of Carbendazim 50% WP are taken in the presence of supplier by the Insecticide Inspector of Department of Agriculture before dispatch and entire process shall be video recorded. Material should only be used after sampling.
3. Concerned Regional Manager shall be responsible for informing supplier, Inspector and Video recording. A copy of which shall be sent to M.D., RSSC. Within 24 hours.
4. The dispatch of Carbendazim 50% WP shall be done in a vehicle having GPS and the Dispatch shall also be video recorded and concerned Regional Manager shall be responsible for this activity.
5. The regional manager at the consignee unit shall also video record the unloading of the Carbendazim 50% WP received.

-SD-

Managing Director

**Declarations by the Bidder**

(On non-Judicial Stamp paper of Rs. 100/-)

In relation to our Bid submitted to ..... [enter designation and address of the Procuring entity] for procurement of ..... [insert name of the Goods] in to their notice Inviting Bids No.....:..... dated ..... we hereby declare under section 7 and response 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or 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 our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
  - (i) Name of Entity State/Centre or Country:
  - (ii) Period of debarment [start and end date]:
  - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. A Conflict of Interest is a situation in which a party has interests that could improperly influence that party's performance considered to be a 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
- 7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that 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.

**Date:**

**Place:**

**Signature of Bidder**

**Name:**

**Designation:**

**Address:**

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**Format of Bid Securing Declaration**

**Bid Securing Declaration**

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

Bid No.: \_\_\_\_\_

Alternative No, if permitted: \_\_\_\_\_

To: RSSCLtd, Jaipur

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 ,

Corporate Seal \_\_\_\_\_

[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.]

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# Rajasthan State Seeds Corporation Ltd.

## Check list of enclosures for Technical & Commercial Bids:

| S.No. | Item   | Mode of submission  | { } |
|-------|--|---|-----|
| 1.    | Demand Draft for Bid, Processing Fee, EMD and representative samples of the Bided item. In case of online deposit of bid fee, Processing fee & EMD attach transaction receipt.                 | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and physical submission up to the date and time mentioned in NIT. | { } |
| 2.    | Authorization /Resolution for signing of bid if it is limited Company or partnership firm.<br><b>OR</b><br>An affidavit of ownership if proprietary firm/sole traders                          | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 3.    | Past performance at least <b>any one year in last Four years/current year</b> as mentioned in technical bid.   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 4.    | Format of Technical bid duly filled and signed.  | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 5.    | PAN card, GST registration and Udyog Aadhaar for MSME  | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and physical submission up to the date and time mentioned in NIT. | { } |
| 6.    | ITR and certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 7.    | Bank Details as per technical bid.   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 8.    | A notarized 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) | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and physical submission up to the date and time mentioned in NIT. | { } |
| 9     | Declarations by the Bidder (On non-Judicial Stamp paper of Rs. 100/-) as per annexure - H  | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and physical submission up to the date and time mentioned in NIT. | { } |
| 10    | Each and every page of Bid document should be signed with stamp of authorized signatory of Bidder.   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 11.   | Copy of all requisite documents for supply of chemicals as mentioned in technical-bid.   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 12    | Other documents as required in support of the Bid.   | Copy to be uploaded to <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>   | { } |
| 13.   | Five number of Representative Sample   | Physical Submission up to the date and time as mentioned in NIT.  | { } |

**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.**