

Rajasthan State Seeds Corporation Ltd.



EOI Document For

empanelment of seed producing company, institutions of the country for contractual production and supply of various quality seeds on public - private partnership model.

<i>Particular</i>	<i>Date</i>	<i>Time</i>
Pre-EOI Meeting	11.05.2023	Up to 12.30 Hrs
Last date and time of online submission of EOI	23.05.2023	Up to 13.00 Hrs
Last date and time of Physical submission of EOI Security, EOI fee and Processing fees	23.05.2023	Up to 14.00 Hrs
Date and time of opening of EOI responses	23.05.2023	Up to 15.00 Hrs

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

Telephone No.: 91-141, - 2227513, 2227314, 2227651

E-mail : rajseedsprod@gmail.com

CIN-U75132RJ1978SGC001781

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Tel: -0141-2227514, 2227513

Rajasthan State Seeds Corporation Ltd

Pant Krishi Bhawan Jan Path Jaipur

CIN-U75132RJ1978SGC001781

E-Mail: - rajseedsprod@gmail.com

F2(Gr-1) RSSC/Prod./EOI. /2022-23/ 1408

Date: 26/4/23

EOI for empanelment of seed producing company, institutions of the country

Rajasthan State Seeds Corporation Ltd. Invites EOI in prescribed format for empanelment of seed producing company, institutions of the country for contractual production and supply of various quality seeds on public - private partnership model as per following details.

S. No.	Crop-variety	Class of seed	EOI document fees (Rs.)	RISL Processing Fees (Rs.)	EOI security amount for empanelment. (Rs.)	Average Minimum Turnover last three year
1	2	3	4	5	6	7
1	Hybrid/ improved seed of Cereal, Pulses, Oil seeds, Fodder, Fibre crops, green manure, and Vegetable Seeds & horticulture crops.	CS/TL	5900	2950	5,00,000	Rs. 10.00 Crore

1. This EOI shall be processed through E-procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and various details can be seen/downloaded from this website and details also can be seen/ downloaded from SPP Portal of Govt. of Rajasthan www.sppp.rajasthan.gov.in and corporation website www.rajseeds.org The Bid is also available on Agriculture Portal of Govt. of Rajasthan. www.agriculture.rajasthan.gov.in
2. The last date for downloading the EOI document and submitting of duly filled EOI form shall be **23.05.2023 up to 13:00 Hr.** The EOI fees, Security amount shall be accepted by way of demand draft in favour of Rajasthan State Seeds Corporation Limited payable at Jaipur and RISL processing fees shall be accepted by way of demand draft in favor of Managing Director, RISL payable at Jaipur.
3. Demand draft of EOI fees, Security amount and RISL processing fees shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to **14:00 Hr. on 23.05.2023** Scanned copy of Demand Draft of EOI Security, EOI fees and RISL Processing fees will have to be uploaded on www.eproc.rajasthan.gov.in along with the EOI. it is mandatory. The prospective producer may also deposit the EOI fees, Security amount and RISL processing fees online in the account of RSSCL Ltd. As per the details given below however in such case the firm has to submit the transaction receipt along with the EOI on www.eproc.rajasthan.gov.in .it is mandatory.:
Account Name: Rajasthan State Seeds Corporation Limited
Name of Bank: State Bank of India
Branch: Commercial branch, Jaipur, Account No.: 51052136667, IFSC code: SBIN0031781
4. Opening of EOI responses shall be opened at **15:00 Hr. on 23.05.2023** in the presence of desirous the prospective producer(s). the prospective producer who qualifies as empaneled producer will be invited Individually for commercial proposal after the evaluation process of EOI is complete
5. EOI responses should be submitted strictly as per instructions to the prospective producer given in the EOI document.
6. EOI not accompanied with requisite EOI fees, Security amount and RISL processing fees and not submitted as per the instructions contained in the EOI document are liable for rejection.
7. The EOI fees and RISL processing fees shall not be refundable.
8. **Empanelment Criteria (Selection Method): As per the instructions contained in the EOI document.**
9. RSSCL reserves the right to accept or reject any one or all the EOI in part or full without assigning any reason.

Managing Director

Section - A
General Information of EOI

1. Goal & Objectives of this Expression of Interest (EOI): -

Rajasthan State Seeds Corporation Ltd. (RSSCL) Jaipur (hereinafter called the RSSCL/Corporation) a Government of Rajasthan undertaking incorporated under the Companies Act 1956 and having its registered office at Pant Krishi Bhawan, Jan path, Jaipur engaged as the nodal agency in production and marketing of high yielding varieties of quality seeds in the state of Rajasthan.

The corporation has a large marketing network of co-operative institutions; agro-business retail outlets under the brand name of RSSCL based in various Krishi Upaj Mandi, committed and authorized dealers in almost all 33 districts of Rajasthan to provide improved seeds of popular variety to the farmers up to remote areas of the state in time.

The corporation is to produce -purchase the improved seeds being produced by prominent seed producing company, institutions (hereinafter called the prospective producer) having good technical support and should have high quality seed production and advance designate processing capacity to fulfill the need of state government schemes and general distribution as per actual need basis on public - private partnership model. (Produced by M/s and Marketed by RSSCL Ltd.)

2. EOI issuing Authority: -

This Expression of Interest is issued by Managing Director, Rajasthan State Seeds Corporation Ltd, intended to short list potential producers. Managing Director's decision with regard to the short listing of producers through this EOI shall be final & the RSSCL reserves the right to reject any or all the proposals without assigning any reason.

1. Project title	For empanelment of seed producing company, institutions of the country for contractual production and supply of various quality seeds on public - private partnership model.
2. Company	Rajasthan State Seeds Corporation Ltd.
3. Contact Detail	Room No. 313, Rajasthan State Seeds Corporation Ltd 3rd Floor, Pant Krishi Bhawan, Jan path, Jaipur -302 005
4. Website	www.rajseeds.org www.sppp.rajasthan.gov , www.eproc.rajasthan.gov.in www.agriculture.rajasthan.gov.in

3. Tentative calendar of events: -

S.No.	Milestone	Date & time
1.	Release of EOI	
2	Pre-EOI Meeting	
3	Last date of submission of EOI	
4	Opening of EOI responses	
5	Declaration of short-listed organization/firm	Individually notified after the evaluation process of EOI is complete

4. List of items for which EOI is invited: -

- I. Contractual Production and Supply of Hybrid/ improved seed of Groundnut, Pearl Millet (Bajra) Maize, BT-Cotton, Cereal, Pulses, Oil seeds, Fodder, Fibre crops, green manure, and Vegetable Seeds etc.
- II. Contractual production and Supply of Tomato, Pea, Chilli, Onion, Ladyfinger, Watermelon, Muskmelon and other vegetable seed (Hybrid and OPV) of horticulture crops.
- III. Preference will be given to certified seed over T/L seed in production procurement/purchase. T/L of notified varieties shall have preference over non notified varieties in production/purchase/procurement. Newly notified varieties shall be preferred over older notified varieties.

5. Nature & scope of work: -

- I. To augment production and supply quality seeds, RSSCL is looking for prospective seed producing company, institutions having capability of production and supply of agriculture & horticulture quality seeds as per requirement of RSSCL on public - private partnership model.
- II. The prospective producer will produce & supply the quality seed under own brand and packing. The package will also bear the logo of RSSCL & its address description. It is obligatory on the part of producer to mention on seed bag & tag as "Produced by M/s and Marketed by RSSCL Ltd.
- III. Because seed is being purchased by the RSSCL in the packing of the seeds producing company itself, so seed producing company will also get the benefit of the corporation's wide marketing channel for the expansion of its brand.

6. Prospective producer would mean: -

- I. The prospective producer should be the original seed producer having valid seed license. Any private/Govt./Semi Govt. sector seed producing company, institutions having good image all over the state and should have good technical staff support and should have high quality seed production and processing capability.
- II. Any other Government entity, having experience in undertaking quality seed production and supply on its own behalf
- III. Applicant may be a natural person, private entity, government-owned entity or, any combination of them with a formal intent to enter into an MoU or under an existing MoU in the form of a joint venture [JV] or consortium. All parties to the joint venture, consortium or association shall sign the EOI and they shall be jointly and severally liable.
- IV. A joint venture or consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the joint venture or consortium during the EOI process. In the event the EOI of joint venture or consortium is accepted, either they shall form a registered joint venture or consortium as company/firm or otherwise all the parties to joint venture or consortium shall sign the MoU.
- V. The prospective producer who is under litigation with RSSCL or arbitration case pending in this office or has issued/got issued a legal notice in the past is not liable to participate in the EOI. The offer of black listed / debarred prospective producer will not be accepted.
- VI. Any prospective producer debarred under section 46 of the RTTP Act shall not be eligible to participate in any procurement process undertaken by RSSCL.

7. Annual Turnover: -

The prospective producer should have a minimum annual average turnover of Rs. 10.00 Crores in any of the last 3 years and certified by chartered accountant (Formate-3)

8. Availability of the EOI Document & Mode for submission of proposals: -

- I. This EOI shall be processed through E-procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in. The EOI should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e., www.eproc.rajasthan.gov.in and as mentioned in pre-qualification criteria.
- II. Various details can be seen/downloaded from this website and details also can be seen/downloaded from SPP Portal of Govt. of Rajasthan www.sppp.rajasthan.gov.in and corporation website www.rajseeds.org The Bid is also available on Agriculture Portal of Govt. of Rajasthan. www.agriculture.rajasthan.gov.in
- III. Before submitting the proposal, the prospective producer is expected to examine all instruction, project requirement & other details in the EOI document. Failure to furnish complete information as mentioned in the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the prospective producer's risk and may result in rejection of the proposal.
- IV. All the proposal documents received will become the property of RSSCL & will not be returned after opening.
- V. The prospective producer should not provide any commercial/financial proposal with the response to this EOI.
- VI. No press advertisement shall be issued for the updating of Corrigendum/ Addendum. The prospective producer is therefore advised to regularly visit concern websites to update themselves.

9. Pre-EOI Meeting/Clarifications: -

- I. A pre-EOI conference is scheduled by the procuring entity prior to the last date for submission application form to clarify doubts of potential producer in respect of procurement. The minutes & response, if any shall be provided promptly to all successful producers.
- II. Pre EOI query, any modification is made to be application form or any clarification is issued which materially affects the terms contained in the EOI documents, the procuring entity shall publish such modification all clarification prior to the last date for submission application form on the respective websites of RSSCL / Rajasthan State Public Procurement Portal.
- III. Any variation in the terms & conditions as may be suggested by the prospective producer and accepted by the corporation shall also form part of this EOI.
- IV. Your willingness to participate pre-EOI meeting/clarifications is required to be communicated to the corporation by e-mail. (rajseedsprod@gmail.com)

10. EOI fees: -

S.N.	Fees	Amount	Remarks
1	EOI Document fees	5900/- including GST	Non-refundable
2	RISL Processing fees	2950/- including GST	Non-refundable
3	EOI security amount for empanelment.	5,00,000/- (Five Lakh)	Refundable

- I. The EOI fees, Security amount shall be accepted by way of demand draft in favor of Rajasthan State Seeds Corporation Limited payable at Jaipur and RISL processing fees shall be accepted by way of demand draft in favor of Managing Director, RISL payable at Jaipur along with the EOI response.
- II. Scanned copy of Demand Draft of EOI Security, EOI fees and RISL Processing fees will have to be uploaded on www.eproc.rajasthan.gov.in along with the EOI. It is mandatory. Proposal received without or with inadequate fees shall be liable to get rejected.
- III. The prospective producer may also deposit the fees online in the account of RSSCL as per the details given below. However, in such case the firm has to submit the transaction receipt along with the EOI response. It is mandatory:

Account Name: Rajasthan State Seeds Corporation Limited

Name of Bank: State Bank of India Branch: Commercial branch, Jaipur,

Account No.: 51052136667, IFSC code: SBIN0031781

11. A. EOI Security: -

The Prospective producers shall submit Rs. 5, 00,000/- in the form of EOI security. The EOI security may be given in form of demand draft or bank guarantee as per the format given at **Annexure "F"**. In lieu of EOI security, a EOI 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. EOI securing declaration shall be submitted on Rs. 50 non judicial stamp paper as per the format given at **Annexure "E"**. 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 EOI Securing Declaration will have to be uploaded on www.eproc.rajasthan.gov.in along with the EOI. it is mandatory. The original stamp must be sent by registered Indian post/speed post to RSSCL.

B. Refund of EOI security:

I. Unsuccessful prospective producers:

In case of unsuccessful prospective producers who do not withdraw their offers before the receipt of final decision, the EOI/Bid security, shall be returned without interest after the finalization of EOI or after expiry of validity period of the respective offer whichever is earlier, by means of returning the original instrument submitted by the Bidder/ prospective producers.

II. Successful prospective producers:

After the successful prospective producers have completed formalities, the EOI security deposit shall be adjusted in Performance security.

12. Forfeiture of EOI Security: -

The EOI security taken from prospective producers shall be forfeited in the following cases, namely: -

- I. When the prospective producers withdraw or modify its EOI after opening of EOI.
- II. When the prospective producers do not execute the agreement, if any, after placement of supply / work order within the specified period.
- III. When the prospective producers fail to commence the supply of the goods or service or execute work as per supply / work order within the time specified.
- IV. When the prospective producers do not deposit the performance security within specified period after the supply / work order is placed.
- V. If the prospective producers breach any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules 2013.
- VI. If any prospective producers do not submit commercial/financial offer with availability of seed after Empanelment

13. Pre-qualification criteria of applicants: -

Empanelment will be considered only of the offering parties found to be qualified on these grounds. All the below mentioned documents & enclosures (1 to 18) are mandatory and the EOI is liable to be rejected in absence of any of these documents & enclosures.

Following signed/attested enclosures should be uploaded in the sequence given below

Enclosure Sequence	Document	Remark	Page no
1	Application form on letter head of seed producing company	As per format-1	
2	General detail of the organization	Format -2	
3	Demand Draft or online payment receipt for EOI Fee, Security amount and RISL processing fees. EOI Securing Declaration	Attach copy	
4	Valid seed license as per The Seed Act, 1966	Attach copy	
5	Certificate of seed producer and seed processing plant registration issue by State Seed Certification Agency	Attach copy	
6	PAN (Permanent Account Number)	Attach copy	
7	GST Registration Certificate	Attach copy	
8	Details of Bank A/C	Attach copy	
9	<u>Details of turnover of Rs. 10.00 Crores in last three years certified by chartered accountant</u>	Attach copy as per format -3	
10	Income Tax Returns (Latest for 3 assessment years 2020-21, 2021-22,2022-23)	Attach copy	
11	Proposal for production and supply during 2023-24 and 2024-25.	Technical/Salient Features of Each Variety must be submitted separately in prescribed format 4 A-B	
12	Detail of own R&D facility.	Attach copy as per format -5	
13	Non-black listed/debarred affidavit on Rs. 100 non-judicial stamp paper.	Attach non-judicial stamp paper as per format -6	
14	Compliance with the Code of Integrity and No Conflict of Interest	Annexure- 'A'	
15	Declaration by the Bidder regarding Qualifications on Rs. 100 non-judicial stamp paper.	Annexure- 'B'	
16	Grievance Redressal during Procurement Process Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012	Annexure- 'C' and FORM No-1	
17	Additional Conditions of Contract	Annexure- 'D'	
18	Each page of EOI document must be signed & submitted	Attach copy	

14. Mechanism of approval of the proposal: -

- I. The pre-qualification proposal received from prospective producer received at Head Office of RSSCL will be examined by an in-house committee under the chairmanship of General Manager. If required the committee may sought advice from experts. The committee will scrutinize the relevant papers of pre-qualification criteria received from the prospective producer for evaluating the credibility/financial strength/infrastructure facilities for selection before empanelment.
- II. Initially the producer shall be short listed provisionally as per actual need basis of RSSCL.
- III. After a decision to empanel the organization is taken, a communication in writing /email to this effect shall be sent to the organization with acknowledgement and acceptance.
- IV. Final selection of producer for empanelment from amongst participating will be done at the sole discretion of RSSCL and the decision of RSSCL shall be final and binding on the entire prospective producer. No correspondence or personal enquiries shall be entertained by the RSSCL in this regard.
- V. Selection/empanelment in the panel at no point of time guarantees any award of work by RSSCL through this EOI and the prospective producer who fails to get the opportunity shall not have any right to claim any damages whatsoever against RSSCL.

15. Tenure and removal from empanelment: -

- I. From the date of acceptance of empanelment, the initial empanelment shall be valid for one year which may further be extended for another one year or further orders whichever is earlier.
- II. If the empaneled producer is willing to removal from panel, he /she may submit the application for withdrawal with due clearance. Then after the deposited security amount will be refunded as per the rule. No interest shall be payable on any such deposit.
- III. The RSSCL reserve to right to terminate the empanelment of any organization/ firm at any time without assigning any reason.

16. Mechanism for MoU and work order: -

- I. Before commencement of Zaid/ Kharif/Rabi season, on actual need basis, the prospective producer who qualifies as empaneled producer will be invited for commercial proposal offline (In sealed envelope) for production and supply of specified crop -variety before screening committee of RSSCL in prescribed format.
- II. The commercial proposal will be examined by an in-house committee under the chairmanship of General Manager in accordance with RSSCL procurement policy
- III. For production and supply of specified crop /variety, in the light of acceptable commercial proposal, the variety-wise production and purchase price will be decided by an in-house committee of RSSCL on mutually acceptable terms and conditions for meeting requirement of each variety for each season on actual need basis.
- IV. After that MoU will be executed with detail terms & conditions at later date by mutual consent of the parties to achieve better results.
- V. The prospective producer shall, within 15 days of having been asked by notice to do so, will be bound to execute a Formal MoU on Rs. 500 non judicial stamp paper and all relevant terms, conditions and specifications as mentioned in the EOI, work order etc. document shall also form part of this agreement. Any variation in the terms & conditions as may be suggested by the prospective producer and accepted by the corporation will be specifically mentioned in the MoU.

- VI. From the date of signing of MoU, the validity of this MoU shall be initially for one year's which may subsequently be extended for a further period of one year subjected to satisfactory performance and at the sole discretion of RSSCL. RSSCL also reserves the right to reduce the validity of the period at their sole discretion.
- VII. The cost of stamping for agreement as per rules shall be borne by the prospective producer. The non-judicial stamp and surcharge thereof has to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only.

17. Erasure or alteration: -

Erasure or alteration in the EOI documents should be avoided. Modification, erasure, or alteration, if any, should bear the signature of the person signing the EOI along with stamp of the prospective producer. Any modification not so signed shall be ignored and the whole may be treated as null & void on this ground.

18. False Document: -

If it is proved that any prospective producer has submitted any false document, then RSSCL reserves the right to debar / forfeit the security or both the penalties may be imposed. The EOI of such prospective producer shall be rejected at any stage of EOI processing.

19. Procuring Entity's Right to Accept Any EOI and to Reject Any or All EOIs:

The procuring entity reserves the right to accept or reject any EOI and to annul the EOI process and reject all EOIs at any time prior to contract award without assigning any reasons thereof and without thereby incurring any liability to the prospective producers.

Section - B

General Terms & Conditions of The Contract

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 prospective producer 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. Performance security: -

- I. Performance security amounting to 5 % (or as amended from time to time by Govt) of the order value shall be deposited before issuing the work order. EO security deposited amount shall be adjusted in this value.
- II. Such performance security shall be refunded after successful completion of contract period. No interest shall be payable on any such deposit.

3. Production criteria: -

- I. RSSCL will work out the crop/variety wise "Seed supply program" as per Hybrid /Certified/ quality seed /Truthfully Labeled seed requirement for distribution in the state of Rajasthan for next coming season and the prospective producer will implement and arrange the seed production program as per commitment made with RSSCL by mutual discussion for the coming season.
- II. Work order will be issued only after submission of valid source of seed for above said within time period determined by RSSCL.
- III. All cost up to final certification of the seeds shall be borne by prospective producer in all the cases.
- IV. Owing to the nature of seed production being one of the biological activities, the variability of final crop/variety wise quality seed availability with them is accepted to maximum 20% variation (short supply against agreed quantity).
- V. The prospective producer will ensure that sufficient quantity of breeder seeds/foundation seeds of agreed variety are available for seed production program as per commitment made with RSSCL
- VI. The prospective producer shall not change the committed quantities and committed varieties of seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules.

4. Transfer and subletting: -

The prospective producer shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company including its own subsidiaries/associate companies directly or indirectly or any part thereof without the previous written permission of the corporation.

5. Field Inspection and Report: -

- I. If required, RSSCL may inspect the products, test report and other documents, field, processing plant, and godown and at random in collaboration with the prospective producer for the purpose of ascertaining the quality of seed. If any field, processing plant, and godown not found suitable by RSSCL representative during inspection, it will be rejected for the purpose of seed production /processing/storage.
- II. After the certification /seed processing is over, the prospective producer would inform RSSCL about exact quantity of seed ready for supply well in time so that the corporation may evaluate marketing strategy and make arrangement of the same for diversion.

6. Quality criteria: -

- I. The prospective producer will be responsible for the production & supply of certified Seed /truthfully labeled seed of varieties mentioned in EOI form/proposal and quantities thereof as agreed, and will make available the certified Seed of those varieties as shall be mentioned in the agreement which should be certified by the authorized Seed Certification Agency. In case of T/L seed, all parameters should meet the standards of IMSCS
- II. If required, sample may be drawn for STL by the officials of RSSCL of concerned unit & / or by Department of Agriculture. (If the samples are drawn by the officials of RSSCL, it will get analyzed in Seed Testing Laboratory of RSSCL or any laboratory identified by RSSCL.)
- III. The guarantee of physical purity and genetic purity would be given by the prospective producer. In case of any complaint, the empaneled producer would be responsible for making good the losses to the farmers and / or the RSSCL.
- IV. The seed to be supplied should meet the standards of IMSCS.
- V. Even if the seeds meet the certification standards, the corporation reserves the right to reject the stock if the lot or part thereof, are discolored, lacking luster or on the basis of admixture found by the supervisory staff of the RSSCL or on grounds of poor-quality grading and packing etc. RSSCL may send representative during period of processing and dispatch of the seeds to draw samples, if necessary, time to time.

7. Packing of seed: -

- I. The seed shall be processed and packed as per IMSCS norms at the premises of the prospective producer at his cost and expense under own brand and packing. The package will also bear the logo of RSSCL & its address description. It is obligatory on the part of prospective producer to mention on seed bag & tag as "Produced by M/s and Marketed by RSSCL.
- II. Design and packing-printing material shall be approved by RSSCL at the time of placement of order/ before processing of seed.
- III. The prospective producer will not change the denomination of the agreed variety and his own trade mark/name on the packet.

8. Seed purchase criteria: -

- I. This EOI is mainly based upon actual need basis on public - private partnership model, so RSSCL is under no obligation to procure all quantity for which RSSCL signed the agreement with the prospective producer. The purchase ordered for only 60% quantity will be issued separately by work order time to time as per corporation requirement.
- II. It shall be obligation on the part of the producer to offer the additional quantity (above 60%) to RSSCL first. If RSSCL denies, the quantity can be sold to any other agency by the producer in the open market of the state with prior consent of RSSCL, provided that the name of the corporation will not be used. In this eventuality, producer confirms that the rates shall not be lower than MRP of RSSCL for agreed variety.
- III. If the prospective producer wants to do work in production + marketing profit margin-based collaboration for reaming or additional quantity (above 60%) then the terms & conditions for profit-sharing agreement will be decided separately by mutual discussion as per case-to-case basis.
- IV. The prospective producer shall not sale seeds of offered variety in any part of the State of Rajasthan under own brand name at lower rate that offered to RSSCL/that agreed rate with RSSCL. Failure will be liable for penalty of 10 % of total cost of entire supply along with forfeiture of security deposit and empaneled producer's firm can be blacklisted in case it contravenes this clause.

9. Seed supply criteria: -

- I. The prospective producer will be responsible for quality and completion of all the requirements with regard to finally making available seed to RSSCL.
- II. The prospective producer shall be responsible for dispatch of the goods to FOR destination or ex-godown rate as per agreement to RSSCL unit or as communicated by RSSCL before dispatch.
- III. The prospective producer will supply the seed only in the approved design packing-printing material and packing size.
- IV. No carry over seed shall be accepted.
- V. The prospective producer shall have to send original bill, lot wise STL report and copy of Section-IX/RO certificate of each lot, quantity and destination wise detail as per Section-IX certificate/RO of each lot in prescribed format along with the consignment to the destination. It is mandatory.
- VI. Section-IX/RO certificate not required for T/L seed but the STL report issued by notified STL will be acceptable only.
- VII. It is mandatory by law to mark the lot wise seed quantity on bill.

10. Short supply: -

- I. Variation in supplied quantity amounting to +2 % of ordered quantity may be accepted.
- II. Owing to the nature of seed production being one of the biological activities, the variability of final crop/variety wise quality seed availability with them is accepted to maximum 20% variation (short supply against agreed quantity).
- III. If the short-supplied quantity is more than 20 % and up to 25%, in that case 5% penalty will be imposed on total/ whole the entire short supplied quantity and will be deducted from the first part payment.

- IV. In case the short supply is more than 25% then entire performance security shall be forfeited.
- V. The above clause shall not be applicable in case If short supply is more than 25% against ordered quantity due to the failure in seed certification process, this request will be considered from production of authentic proof/report of concerned State Govt Agency well in time but it shall be decided at the sole discretion of RSSCL

11. Delay supply: - The prospective producer will be expected to supply the ordered seed on or before agreed cutoff date to concerned RSSCL units/ destination in Rajasthan, given in the supply order. No Supply would be made after the agreed cut off dates mentioned in the agreement. For the supply after cutoff date, extension in cutoff date will be obtained in writing from RSSCL before expiry of original cutoff date. However, the supply after cutoff date, Penalty @ 2.50% each week for delay period will be imposed but maximum amount of liquidated damages crosses 10%, the procuring entity may terminate the contract.

12. Payment Procedure: -

- I. **80% payment shall be released after getting following reports / documents from receiving unit of RSSCL**
 - 1 -Stock entry on original bills
 - 2- I.U.T & J.V
 - 3- STL reports, copy of Section-IX certificate/RO of each lot
 - 4- Quantity wise and destination wise detail as per Section-IX certificate/RO of each lot in prescribed format.
- II. **Remaining 20% amount will be released after receiving following reports from receiving unit of RSSCL**
 - 1-Standard STL of the sample drawn. (As per condition -6 of sec-B)
 - 2-Satisfactory Field Performance Report from concerned RSSC unit/ Department of Agriculture.

Note: -

- I. **If seed is supplied to Govt. agency:** - Any seed lot found to be substandard (failed) in Seed Testing Laboratory or unsatisfactory field performance report; remaining 20% payment of such lot will not be made and no claim will be entertained in this regard. 80% payment made for such lot earlier shall be recovered from other due payments and performance security /Security Deposit.
- II. **If seed is supplied to general sale or cash sale:** - Any seed lot found substandard (failed) in Seed Testing Laboratory or unsatisfactory field performance report, (A) unsold quantity of seed lot may be returned to the producer at producer's expense and 80% earlier payment made for such lot shall be recovered from other due payments and performance security /Security Deposit or (B) remaining 20% payment of sold quantity of such lot will not be made and no claim will be entertained in this regard.
- III. If the producer does not lift the unsold quantity in time, then RSSCL will not be responsible for any deterioration/ damage to the product/ material during storage/ transaction.
- IV. All the payments shall be made from Head office, Jaipur only.

13. Forfeiture of performance Security: -

The amount of Performance Security in full or part may be forfeited in the following cases: -

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

14. Legal responsibility: -

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

15. Insurance: -

The prospective producer 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 prospective producer at their own cost as under:

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

16. 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. If compliant is received after sowing in the supplied seed by the RSSCL, the complaint of low germination or mixing will be investigated by the committee set up by the Agriculture Department, Rajasthan, Jaipur / Corporation Headquarters. The decision of said quality complaint will be made on the basis of the above investigation.
- III. Based on all the facts at the point of dispute, the Chairman of RSSCL and the Chairperson of the company shall make a mutually agreed decision, which will be acceptable to both the parties.
- IV. The jurisdiction of all disputes will be Jaipur.

17. Termination of contract: -

I. Termination for default: -

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

II. Termination for Insolvency: -

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

III. Termination for convenience: -

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

- b) The goods which have been shipped or dispatched at the time of supplier's receipt of the notice of termination may be accepted by the procuring entity at the contract terms and prices.

18. Force Majeure:

- I. The supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events may include, but not be limited to, acts of the procuring entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the procuring entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the procuring entity in writing, the supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

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 .

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

Section - C
Format and Annexure

(Application form to be executed on company/firm letter head - Self-attested)

[NOTE: The Bidder/ prospective producer must accomplish the letter of Bid on its Letterhead clearly showing the Bidder's complete name and address]

Date: _____ EOI No.: _____

To,

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

Ref.: - Proposal for empanelment of seed producing company, institutions of the country for contractual production and supply of various quality seeds to RSSCL.

We, the undersigned, declare that:

- a) I/ We have examined and have no reservations to the EOI Document, including the Addenda issued in accordance with Instructions to the prospective producer and I/we will abide by all the terms and conditions mentioned in the bid document.
- b) I/ We offer to supply in conformity with the EOI Document and in accordance with the delivery schedule specified in Schedule of Supply, the following Goods
- c) I/ We have submitted EOI document cost of INR 5900/-, RISL Processing fee INR 2950/-, and EOI security amount INR 5, 00,000/-. If I/ We have availed benefit of concessional EOI security amount, then I/ We have submitted the relevant document along with my EOI which is digitally signed.
- d) My/Our EOI consisting of the technical part of EOI and the commercial proposal whenever invited shall be valid for a period (as specified in invitation) days from the date of submission of commercial proposal in accordance with the EOI Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- e) My/Our Techno-commercial proposal is in conformity with all the Requirement(s) as per Schedule of Supply
- f) I/We undertake, if our EOI is accepted, to commence work on the Goods and to supply Goods within the respective times stated in the EOI Documents/MOU/Work Order etc.
- g) My/Our firm fulfils all the eligibility criteria mentioned in the EOI Document.
- h) If our proposal/EOI is accepted, we commit to obtain a Performance Security in the amount/percent of the Contract Price or shall submit the Performance Security Declaration for the due performance of the Contract. In case additional quantity is to be supplied than I agree to submit additional performance security.
- i) I/ We agree to permit procuring entity or its representative to inspect our accounts and records and other documents relating to the EOI submission.
- j) I/ We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the EOI or cancellation of the contract, if awarded,

- k) I/ We understand that this EO, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- l) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive as per Rule 72 of RTPP Rules.

Name: _____ [insert complete name of person signing the EO]
In the capacity of _____ [insert legal capacity of person signing the EO]
Signed: _____ [insert signature of person whose name and capacity are shown above]
Duly authorized to sign the EOI for and on behalf of _____ [insert complete name of the bidder/ prospective producer]
Date: _____ [insert date of signing]

UL

General detail of the organization: -

S.No.	Detail of organization	
1.	Name of organization	
2.	Main area of business	
3.	Type of organization	Attach copy Trade licence/Certificate of incorporation/Partnership Deed/Company deed etc
4.	Address of registered office with telephone number & Email (Any communication sent through e-mail shall be valid for all official, legal, commercial issues.)	
5.	Address office in: - 1. NCR of Delhi 2. Jaipur 3, Other	
6.	Contact person with telephone number & Email ID (Any communication sent through e-mail shall be valid for all official, legal, commercial issues.)	
7.	Name of person and post on behalf of which prospective producer is authorized to EOI for the seed in this EOI.	

Annual Turn-over Statement

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

S.No.	Year	Gross Turnover in Rs. Lakh
1	2019-20	
2	2020-21	
3	2021-22	
	Total:	Rs. Lakh
Average gross annual turnover		Rs. Lakh

Date:

Signature of Chartered Accountant

Place:

With Name, Address & Seal

W

A: - Proposal for seed production during 2023-24

S.No.	Season (Zaid/Kharif/Rabi)	Crop	Variety		Class (CS/TL)	Tentative Offered Qty. in Qtl.
			Notified variety/ Research variety	Notification Date		

Note: - Technical/Salient Features of Each Variety must be submitted separately in prescribed format -4B. The product offered for production -supply to RSSCL must be suitable /recommended for cultivation/ use in Rajasthan.

B: - Proposal for seed production during 2024-25

S.No.	Season (Zaid/Kharif/Rabi)	Crop	Variety		Class (CS/TL)	Tentative Offered Qty. in Qtl.
			Notified variety/ Research variety	Notification Date		

Note: - Technical/Salient Features of Each Variety must be submitted separately in prescribed format -4B. The product offered for production -supply to RSSCL must be suitable /recommended for cultivation/ use in Rajasthan.

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TECHNICAL/SALIENT FEATURES OF VARIETY TO BE OFFERED**(Part-A)**

Crop Group Name		Year of Release	
Crop Name		Notification Number	
Variety Name		Notification Date	
Class		State /Central Variety	
Notified variety/ Research variety		source of seed	

(Part-B)

1	Institution Responsible for developing Breeder Seed	
2	Parentage (proof regarding source of seed to be offered must be attached)	
3	Resemblance to Variety	
4	Adaptation and recommended ecology	
5	Maturity (in days)	
6	Agronomic Features	
7	Seed Rate (Kg/Ha)	
8	Specific Morphological Characteristics	
9	General Morphological Characteristics	
10	Reaction to Stress	
11	Reaction to Major Diseases	
12	Reaction to Major Pests	
13	Average Yield (Kg/Ha)	
14	Recommended States	
15	Variety Image	

Detail of Own R & D facility: -

(If yes please give details)

S.No.	Detail of R & D	
1.	Is R&D facility recognized CSIR/ GOI	Attach Copy of certificate
2.	If no, then which agency has recognized your R&D	
3.	Do you employ of any qualified scientists/breeder for R&D	

4/4

Declaration and Undertaking

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

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

ll

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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 prospective producer 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.

Declarations by the Bidder/Prospective Producers

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

In relation to our EOI submitted to [enter designation and address of the procuring entity] for procurement of:..... [insert name of the Goods] in response to their EOI number Dated we hereby declare under Section - 7 and 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/EOI 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/EOI 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 RPPP 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 situation in which a party has interests that could improperly influence that party's performance is considered to be a of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
 - i. A Bidder/ prospective producer 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/ EOI; 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/ EOI of another Bidder/ prospective producer, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder/ prospective producer participates in more than one Bid/ EOI in a bidding

process. Participation by a Bidder/ prospective producer in more than one Bid/ EOI will result in the disqualification of all Bids/ EOI in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder/ prospective producer, in more than one Bid; or

- f. the Bidder/ prospective producer 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/EOI;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/ EOI 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/ EOI 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 prospective producer 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.
8. That our firm is not involved in any litigation with any state/central govt. deptt. /Public undertaking etc.

Date:

Signature of Prospective producer

Place:

Name:

Designation:

Address:

Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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

(3) If the officer designated under 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 The prospective producer 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.

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 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 The prospective producer 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:

Format of EOI/Bid Securing Declaration

EOI/Bid Securing Declaration

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

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

EOI No.: [insert number of bidding process]

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

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

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

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

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

or

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

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

We understand that we are eligible for submission of a EOI/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 EOI-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 thereof conditions, more specifically, if we:

(a) Withdraw or modify our EOI after deadline for submission of bids, during the period of EOI validity specified in the EOI/ Bid Data Sheet (hereinafter "the BDS"); or

(b) Having been notified during the period of EOI validity specified in the BDS, about the acceptance of our EOI 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 Prospective producers (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 EOI-Securing Declaration shall expire if we are not the successful Prospective producers, upon the earlier of (i) our receipt of your notification to us of the name of the successful Prospective producers; 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 EOI-Securing Declaration]

In the capacity of: _____

[Insert legal capacity of person signing the EOI-Securing Declaration]

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

[Insert complete name and address of the Prospective producers]

Dated on day of,

[Insert date of signing]

Corporate Seal _____

[Affix corporate seal of the Prospective producers]

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

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

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

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

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

EOI Security No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "Prospective producers") has submitted to you its EOI dated [insert date] (hereinafter called "the EOI") for the execution of [insert name of contract] under EOI No. [Insert EOI number] ("The EOI").

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

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

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

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This guarantee will expire:

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

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

Signed: _____

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

Name: _____

[Insert complete name of person signing the EOI Security]

In the capacity of: _____

[Insert legal capacity of person signing the EOI Security]

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

Dated on day of,

[insert date of signing]

Bank's Seal _____

[Affix seal of the Bank]

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