## Rajasthan State Seeds Corporation Ltd.



# E-Bid Document For Certified Seed Production Program of Soybean for the Kharif-2023 On Public - Private Partnership model

Particular	Date	Time
Pre-Bid Meeting	08.05.2023	12.30 Hrs
Last date and time of online submission of Bid	18.05.2023	Up to13.00 Hrs
Last date and time of physical submission of Bid Security, fee and processing fees	18.05.2023	Up to 14.00 Hrs
Date and time of Opening of Technical Bid	18.05.2023	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

> > 1

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#### Tel: -0141-2227514, 2227513

#### Rajasthan State Seeds Corporation Ltd

#### Pant Krishi Bhawan Jan Path Jaipur

CIN-U75132RJ1978SGC001781

E-Mail: - raiseedsprod@gmail.com

F2(Gr-1) RSSC/Prod./Soybean PPP Kh-2023. /2022-23/ 1407

Date: 26/4/23

#### **NOTICE INVITING BID**

Rajasthan State Seeds Corporation Ltd. Invites E-tenders in prescribed format from reputed Seed Production Companies/ Organizers to produce certified seed of various variety of soybean in Haroti Region of Rajasthan state on public - private partnership model during Kharif -2023 as per following details.

pubi	ic - private pa	irmersnip	model during	Miani -2	uzo as per id	mowing de	talls.		······································			
S. No.	Area and processing plant of RSSCL under reference	Soybean Variety	Class of seed to be produced	Variety wise quantity (Quintal)	Processing plant wise total tender Quantity (Quintal)	Estimated Cost of Tender (Lacs.)	BID Security (Rs.)	Bid fee Including GST (Rs.)	Bid Processing fee Including GST (Rs.)	Average Minimum Turnover last three year for concern unit in lacs		
1	2	3	4	- 5	6	7	8	9	10	11		
1	BARAN RIICO PLANT/UNIT	JS 20-34	FS to CS- I	15,000	15,000	1050.00	21,00,000	2360	2950	525.00		
2	JHALAWAR PLANT/UNIT	JS 20-34	FS to CS- I	10,000	20,000	20,000 1400.00	1400.00	20,000 1400.00	28,00,000	2360	2950	700.00
		JS 95-60	FS to CS-1	10,000								
3 (кот.	SULTANPUR (KOTA)	JS 20-98	FS to CS- I	10,000	15,000	1050.00	1050,00 21,00,000	00,000 2360	2950	525.00		
	PLANT/UNIT	JS 95-60	FS to CS-1	5,000	,					La constant de la con		

1. This Bid shall be processed through E-procurement portal of Govt. of Rajasthan i.e., www.eproc.rajasthan.gov.in and various details can be seen/downloaded from this website and details also can be seen/ downloaded from SPP Portal of Govt. of Rajasthan www.sppp.rajasthan.gov.in and corporation website www.rajseeds.org The Bid is also available on Agriculture Portal of Govt. of Rajasthan. www.agriculture.rajasthan.gov.in

2. The last date for downloading the Bid document and uploading of duly filled Bid form shall be 18.05.2023 up to 13:00 Hr. The Bid fees shall be accepted by way of demand draft in favor of Rajasthan State Seeds Corporation Limited payable at Jaipur and Processing fees shall only be accepted by way of demand draft in favor of Managing Director, RISL payable at Jaipur.

3. Demand draft of bid Security, bid fees and processing fees shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to 14:00 Hr. on 18.05.2023. The bidders may also deposit the bid security, bid fees & processing fees online in the account of RSSCL Ltd. with the remark of crop & variety as per the details given below. However, in such case the firm has to upload the transaction receipt with the remark of crop & variety along tender on www.eproc.rajasthan.gov.in:

Account Name: Rajasthan State Seeds Corporation Limited

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

Account No.: 51052136667

IFSC code: SBIN0031781

- 4. The technical bid shall be opened at 15:00 Hr. on 18.05.2023 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.
- 5. Bids, both technical bid and financial bid should be submitted strictly as per instructions to bidders given in the bid document.
- Bid not accompanied with requisite bid security, bid fees and processing fees and not submitted as per the instructions contained in the bid document are liable for rejection.
- The bid fees and processing fees shall not be refundable.
- 8. <u>Bid Evaluation Criteria (Selection Method): Least Cost Based Selection (LCBS) unit wise.</u>
- 9. If any bidder discloses the rate in technical bid, then such bid shall be rejected.
- 10. Above quantities are indicative & order may be placed for whole or part of the quantity as per requirement.
- 11. RSSCL reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.

Managing Director

#### BID FORM FOR BARAN RIICO PLANT/UNIT

BID FUR	W FUR BARAN RICO	PLANI/ONII
To,		
The Managing Directo Rajasthan State Seeds 3 <sup>rd</sup> Floor, Pant Krishi B Jaipur- 302005	s Corporation Ltd,	
Sub: -Bid for production of processing plant of R		ieties mentioned in NIB, the area &
Area and processing plant of RSSCL under reference	Variety	Class
BARAN RIICO PLANT/UNIT		
Corporation Ltd., payable a	at Jaipur as per NIB.	n favor of Rajasthan State Seeds in favor of M.D. RISL payable at

DD No./ Online

Transaction No.

Amount (Rs.)

Date

Bank Name

Bid fees 1 Processing fees 2 3. Detail of the Bid Security Deposited: - DD/online in favor of Rajasthan State Seeds Corporation Ltd. payable at Jaipur as per NIB and Term. No- 7,9 of sec -B). DD No./ Online Processing plant Amount (Rs.) Bank Name Date S.N. Transaction No. 1 BARAN RIICO PLANT/UNIT Note: - Please fill up all the information carefully and completely. 4. Name of Biding Organization: -5. Postal address of Biding Organization in full in capital letters: -6. Telephone / Mobile / Fax No.: -7. Email Address..... 9. Nature of Institution: Proprietor / Partnership Pvt. Ltd. / Others (Please attach documents) .....

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

U

S.N.

Fee

#### 11. List of enclosures & check list for technical evaluation (qualification of bidder)

SN	Item	Details Related to column - 2		
1	2	3		
1	Demand Draft /Online transaction receipt for Bid Security, Bid & Processing Fee.	attach copy as per NIB		
2	Certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	Name of processing plant /Unit		
3	Authorization /Resolution for signing of bid if it is limited Company or partnership firm.  OR  An affidavit of ownership if proprietary firm/sole traders	attach copy		
4	Format of Technical bid duly filled and signed.	attach copy		
5	PAN card, GST Registration Certificate	attach copy		
6	ITR for last three assessment years (2020-21, 2021-22, 2022-23)	attach copy		
7	Details of Bank A/C	attach copy		
8	Notarized Affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt. Deptt /Public Enterprise / Govt.  Undertaking. (As per annexure-F)  (Term. No 18 of sec- B)	As per annexure-F		
9	Copy of Seed license	attach copy		
10	Source of Seed verification documents	As per Term.No6 of sec- A attached copy		
11	Authorization from principal on Rs. 500/- non- judicial stamp paper. (In case of authorized agent) (Term No 17 of sec- B)	attach copy		
12	Each and every page of bid Document should be signed with stamp of authorized signatory of Bidder.	attach copy		
13	Declaration by the bidder on Rs. 100/- non-judicial stamp paper.	As per annexure-B attach copy		

#### Note: -

- 1. Demand draft for bid security, bid fee and processing fee has to be submitted physically by the date & time stipulated in NIB. Bid security, bid fee and processing fee can also be paid on line in given A/C instead of DDs as per NIB. The original stamp must be sent by registered Indian post/speed post to RSSCL.
- 2. Scanned copy of documents mentioned at serial no. 1 to 13 is to be uploaded on www.eproc.rajasthan.gov.in.
- 3. All the above-mentioned documents & enclosures (1 to 13) are mandatory and the bid is liable to be rejected in absence of any of these documents & enclosures. Financial bid will be opened only of the bidder found to be qualified on these grounds.
- 4. Duly filled and signed bid form, bid document must be submitted along with above mentioned documents.

NIV

#### **Technical Bid**

Rajasthan State Seeds Corporation Ltd. Invites E-tenders in prescribed format from reputed Seed Production Companies/ Organizers to produce certified seed of various variety of soybeans in Haroti Region of Rajasthan State on public - private partnership model during Kharif -2023 as per following details.

The quantity offered by the bidder should be +/-25% of unit wise total tender quantity.

S. N.	Area and processing plant/Unit of RSSCL under reference	Soybean Variety	Class of seed to be produced	Packing Size	Variety wise quantity (Quintal)	Processing plant /unit wise total tender Quantity (Quintal)	Quantity offered in qtls against variety wise quantity (Quintal)	Quantity offered in qtls against total tender quantity (Quintal)
1	BARAN RIICO PROCESSING PLANT/UNIT	JS 20-34	FS to CS- I	30/40 Kg	15,000	15,000		

#### Note:

- 1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
- 2. The bidder shall arrange necessary quantity of foundation seed for certified seed production.
- 3. The bidder must have authentic proof/document of source of F/S.
- 4. The bidder shall not change the committed quantities and committed varieties of Seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules. Offer quantity should be +/-25% of unit wise total tender quantity. Bid will not be accepted if offer quantity is less than 25% of unit wise total tender quantity.
- 5. The last date for handling over the pass and packed seeds to the RSSCL is 30 April 2024.



#### **BID FORM FOR JHALAWAR PLANT/UNIT**

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

	a and processing plant of RSSCL under reference	Variety		С	lass
	JHALAWAR PLANT/UNIT				
ear	Sir,				
Co  -E	prporation Ltd., payable	/- in the form of D e at Jaipur as per NIB. g fee Rs/- D		-	
.N.	Fee	DD No./ Online Transaction No.	Ďate	Amount (Rs.)	Bank Name
1	Bid fees			e e e e e e e e e e e e e e e e e e e	
2	Processing fees	and the second s			
		urity Deposited: - DD/ at Jaipur as per NIB ar			n State See
.N.	Processing plant	DD No./ Online Transaction No.	Date	Amount (Rs.)	Bank Name
1	JHALAWAR PLANT/UNIT				
. Na	me of Biding Organiza	Organization in full in c	apital letters		•

9. Nature of Institution: Proprietor / Partnership Pvt. Ltd. / Others (Please attach documents)

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

VA

#### 11. List of enclosures & check list for technical evaluation (qualification of bidder)

SN	ltem	Details Related to column - 2		
1	2	3	4	
1	Demand Draft /Online transaction receipt for Bid Security, Bid & Processing Fee.	attach copy as per NIB		
2	Certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	Name of processing Turn over for plant /Unit last three year  As Per NIB As Per NIB  As per annexure-E In case a bidder participates in more than one unit, he/she has to submit turn over collectively.		
3	Authorization /Resolution for signing of bid if it is limited Company or partnership firm.  OR  An affidavit of ownership if proprietary firm/sole traders	attach copy		
4	Format of Technical bid duly filled and signed.	attach copy		
5	PAN card, GST Registration Certificate	attach copy		
6	ITR for last three assessment years (2020-21, 2021-22, 2022-23)	attach copy		
7	Details of Bank A/C	attach copy		
8	Notarized Affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt.Deptt /Public Enterprise / Govt. Undertaking. (As per annexure-F)  (Term. No 18 of sec- B)	As per annexure-F		
9	Copy of Seed license	attach copy		
10	Source of Seed verification documents	As per Term.No6 of sec- A attached copy		
11	Authorization from principal on Rs. 500/- non- judicial stamp paper. (In case of authorized agent) (Term No 17 of sec- B)			
12	Each and every page of bid Document should be signed with stamp of authorized signatory of Bidder.	attach copy		
13	Declaration by the bidder on Rs. 100/- non-judicial stamp paper.	As per annexure-B attach copy		

#### Note: -

- 1. Demand draft for bid security, bid fee and processing fee has to be submitted physically by the date & time stipulated in NIB. Bid security, bid fee and processing fee can also be paid on line in given A/C instead of DDs as per NIB. The original stamp must be sent by registered Indian post/speed post to RSSCL.
- 2. Scanned copy of documents mentioned at serial no. 1 to 13 is to be uploaded on www.eproc.rajasthan.gov.in.
- 3. All the above-mentioned documents & enclosures (1 to 13) are mandatory and the bid is liable to be rejected in absence of any of these documents & enclosures. Financial bid will be opened only of the bidder found to be qualified on these grounds.
- Duly filled and signed bid form, bid document must be submitted along with above mentioned documents.



#### **Technical Bid**

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The quantity offered by the bidder should be +/-25% of unit wise total tender quantity.

S. N.	Area and processing plant/Unit of RSSCL under reference	Soybean Variety	Class of seed to be produced	Packing Size	Variety wise quantity (Quintal)	Processing plant / unit wise total tender Quantity (Quintal)	Quantity offered in qtls against variety wise quantity (Quintal)	Quantity offered in qtls against total tender quantity (Quintal)
2	JHALAWAR PROCESSING PLANT/ UNIT	JS 20-34	FS to CS- I	30/40 Kg	10,000	20,000		
		JS 95-60	FS to CS- I		10,000			

#### Note:

- 1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
- 2. The bidder shall arrange necessary quantity of foundation seed for certified seed production.
- 3. The bidder must have authentic proof/document of source of F/S.
- 4. The bidder shall not change the committed quantities and committed varieties of Seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules. Offer quantity should be +/-25% of unit wise total tender quantity. Bid will not be accepted if offer quantity is less than 25% of unit wise total tender quantity.
- 5. The last date for handling over the pass and packed seeds to the RSSCL is 30 April 2024.



#### BID FORM FOR SULTANPUR (KOTA) PLANT/UNIT

To,					
	The Managing Direct	·			
	Rajasthan State See	•			
	3rd Floor, Pant Krishi	Bhawan, Janpath,			
	Jaipur- 302005				
Su	<ul> <li>ab: -Bid for production of processing plant of</li> </ul>	of certified seed of soy RSSCL as under: -	bean varieti	es mentioned in	NIB, the area &
	a and processing plant of RSSCL under reference	Variety		C	Class
SULT	TANPUR (KOTA) PLANT/UNIT				
Dear	Sir.				
	,	/- in the form of DE	)/online in fa	avor of Raiasthar	n State Seeds
Co	orporation Ltd., payable	at Jaipur as per NIB.		- -	
	orocurement processing ipur as per NIB.	g fee Rs/- DI	D/online in fa	avor of M.D. RIS	L payable at
Ja	ipui as pei ivib.	DD No./ Online	T T		
S.N.	Fee	Transaction No.	Date	Amount (Rs.)	Bank Name
1	Bid fees				
2	Processing fees				
		rity Deposited: - DD/o	online in fa	vor of Raiasth	an State Seeds
	rporation Ltd. payable	at Jaipur as per NIB and			
S.N.	Processing plant	DD No./ Online Transaction No.	Date	Amount (Rs.)	Bank Name
1	SULTANPUR (KOTA) PLANT/UNIT	Transaction No.		*	-
Note:		nformation carefully and	t completely		
	me of Biding Organizat		uripietely	/• ••••••	
,					•
5 Po	etal address of Ridina (	Organization in full in ca	nital lattara:	• • • • • • • • • • • • • • • • • • • •	•••
J. 1 U.		Jigariizallori iir iuli iir ca	•		
•••		************************			
	lephone / Mobile / Fax			• • • • • • • • • • • • • • • • • • • •	· * * * * * * * * · · · · · · · · · · ·
/. El	riali Address		*****************		********
9. N	ature of Institution: Pro	prietor / Partnership Pvi	. Ltd. / Othe	ers (Please attac	h documents)
		************			
10 N	Iama Address and Mai	hile No. of Chief Evenue			*** * *,* * * * * * * * * *
10. 1	vame, Address and Mo	bile No. of Chief Execut		stitution: -	
	*******	***************************************	***		***************************************

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#### 11. List of enclosures & check list for technical evaluation (qualification of bidder)

SN	Item	Details Related to column - 2		
1	2	3	No.	
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2	Certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	Name of processing Turn over for last three year  As Per NIB As Per NIB  As per annexure-E In case a bidder participates in more than one unit, he/she has to submit turn over collectively.		
3	Authorization /Resolution for signing of bid if it is limited Company or partnership firm.  OR  An affidavit of ownership if proprietary firm/sole traders	attach copy		
4	Format of Technical bid duly filled and signed.	attach copy		
5	PAN card, GST Registration Certificate	attach copy		
6	ITR for last three assessment years (2020-21, 2021-22, 2022-23)	attach copy		
7	Details of Bank A/C	attach copy		
.8	Notarized Affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt. Deptt /Public Enterprise / Govt. Undertaking. (As per annexure-F)  (Term. No 18 of sec- B)	As per annexure-F		
9	Copy of Seed license	attach copy	···	
10	Source of Seed verification documents	As per Term.No6 of sec- A attached copy	*.	
11	Authorization from principal on Rs. 500/- non- judicial stamp paper. (In case of authorized agent) (Term No 17 of sec- B)	attach copy		
12	Each and every page of bid Document should be signed with stamp of authorized signatory of Bidder.	attach copy		
13	Declaration by the bidder on Rs. 100/- non-judicial stamp paper.	As per annexure-B attach copy		

#### Note: -

- 1. Demand draft for bid security, bid fee and processing fee has to be submitted physically by the date & time stipulated in NIB. Bid security, bid fee and processing fee can also be paid on line in given A/C instead of DDs as per NIB. The original stamp must be sent by registered Indian post/speed post to RSSCL.
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The quantity offered by the bidder should be +/-25% of unit wise total tender quantity.

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1	SULTANPUR (KOTA)	JS 20-98	FS to CS- I	30/40	10,000	15.000		
1	PROCESSING PLANT/ UNIT	JS 95-60	FS to CS- I	Kg	5,000	15,000		

#### Note:

- 1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
- 2. The bidder shall arrange necessary quantity of foundation seed for certified seed production.
- 3. The bidder must have authentic proof/document of source of F/S.
- 4. The bidder shall not change the committed quantities and committed varieties of Seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules. Offer quantity should be +/-25% of unit wise total tender quantity. Bid will not be accepted if offer quantity is less than 25% of unit wise total tender quantity.
- 5. The last date for handling over the pass and packed seeds to the RSSCL is 30 April 2024.



#### Section - A

## General Terms & Conditions of the Contract to Bidders for Certified Seed Production Program of Soybean For The Kharif-2023 On

Public - Private Partnership model.

#### 1. Objectives: -

Rajasthan State Seeds Corporation Limited, Jaipur (hereinafter called the RSSCL/ procuring entity/ Corporation) is going to organize certified seed production program of various verities of soybean during Kharif-2023 in Haroti region (Kota, Bundi, Jhalawar) of the Rajasthan state by prominent seed producing company, institutions (hereinafter called the bidder/supplier) having good technical support to produce high quality seed to fulfill the need of RSSCL on public - private partnership model (service procurement from private partner)

The seed production program that will be organize shall be registered in RSSOCA on the behalf of Rajasthan State Seeds Corporation Limited Jaipur.

#### 2. The bidder would mean: -

I. The bidder should be the original seed producer/organizer 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 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 agreement or under an existing agreement in the form of a joint venture [JV] or consortium. All parties to the joint venture, consortium or association shall sign the agreement 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 agreement process. In the event the agreement of joint venture or consortium is accepted, either they shall form a registered joint venture or consortium as company/firm or otherwise all the parties to joint venture or consortium shall sign the agreement.

V. The bidder 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

agreement. The offer of black listed / debarred bidder will not be accepted.

VI. Any bidder debarred under section 46 of the RTTP Act -2012 shall not be eligible to participate in any procurement process undertaken by RSSCL.

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#### 3. Nature of Bid-Least Cost Selection Criteria: -

- In this bid, cost is inclusive of all liabilities except GST. The bid is a service charge ratebased bid.
- II. The bidder should quote only consolidated service charge rate in rupees (on per quintal basis at which services will be provided) by the bidder in the "Financial Bid /BOQ online on www.eproc.rajasthan.gov.in
- III. The lowest consolidated service charge rate in rupees on per quintal of production of pass and packed seed wills the basis for selection as lowest value bid. It is mandatory for bidder to quote consolidated service charge in rupees.
- IV. For example, if bidder want to charge Rs/- 300 as service charge for the production of one quintal pass and packed seed), the bidder should quote the figure 300.00 in BOQ. The rates received in the bid shall be valid for 90 days and on acceptance of the offer shall remain valid till the expiry of the contract / supply.
- W. Because intake, processing, storage, treatment and packing of the produced seeds will be done only at the well-equipped processing plant of RSSCL (Annexure-J) and all essential material, space for intake (except gunny bags for raw seed intake), processing, storage, treatment and packing of the produced seeds will be provided by the RSSCL to the bidder, so bidder will also get the much financial benefit. This fact should be kept in mind while quoting the service charge rate in financial Bid /BOQ. Therefore; the bidders are advised to visit the seed processing plant of RSSCL at Sultanpur (Kota) and RIICO (Baran) before participating in the bid by contacting the concerned plant manager on office day and time. (Contact-Sh. Bhajanlal,Plant Manager Kota +91 95874 90945/Sh.Gopal Fagoria, Plant Manager Baran +91 99287 76401, Sh.Vinod Solanki +91 99287 76401)

#### 4. Service procurement & payment criteria: -

- I. The service procurement price/service charge rate to be paid to bidder shall be decided based on an average of modal price APMC rates of Kota K.U.M. from 01st December to 31st December-2023 on per quintal basis + agreed service charge in rupees on per quintal pass and packed certified seed. If average of modal price APMC rates is less than MSP, in such case service procurement price shall be MSP + service charge in rupees (Rs/Qtl.).
- II. If the MSP is not announced by GOI up to at the time of payment, then the payment will be made on the basis of previous year's MSP and the difference amount will be paid after the determination of MSP of current year. No interest will be payable on the difference amount.
- III. The grower of the bidder will not be given any bonus, incentive amount as per RSSCL procurement policy. The RSSCL is not concerned at what rate or incentive the bidder buys seeds from its grower but the payment made to the grower should not be less than the MSP in any case. An affidavit of this effect on a non-judicial stamp of Rs.100/- has to be submitted to the RSSCL by the bidder at the time of payment.
- IV. In case of failure of any seed field/seed lot during process of certification, the bidder holds sole responsibility of any payment or recovery from grower.

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#### 5. Registration of certified seed production program criteria: -

- I. The bidder will have to make arrangement for the selection, registration of farmer, at own level under the rules of the Rajasthan State Seeds and Organic Certification Agency (hereinafter called the RSSOCA) and RSSCL.
- II. The bidder will have to register certified seed production program organize during Kharif-2023 in RSSOCA on the behalf of Rajasthan State Seeds Corporation Limited Jaipur, from the stage of registration, inspection, processing and up to final certification of the seeds as per the rules and crop calendar issued by RSSOCA.
- III. All the required RSSOCA charges including STL & GOT, documents right from seed production program registration up to packing of seed will be paid, submitted by the bidder on behalf of RSSCL well in time.
- IV. The RSSCL will provide whatever co-operation/assistance is required in this work.
- V. Circulars / notifications issued by RSSOCA time to time shall also be applicable.

#### 6. Source of seed criteria -

- The RSSCL will not provide the foundation seeds. The bidder will have to arrange the G.O.T. tested SSCA certified foundation seed of variety of contractual seed production program.
- II. On request of bidder, RSSCL will release cost of foundation seed in advance to the bidder after submission of Bank Guarantee which shall be issued from any Nationalized/Scheduled Bank with detail of list of registered seed growers to whom the foundation seed has been given. Cost of foundation seed to be paid to the bidder will be same as the selling rate of foundation seed of RSSCL. Value of Bank Guarantee should be equal to cost of foundation seed used in contractual seed production program. Such advance payment shall be adjusted in final due payment of the bidder.
- III. The bidder will ensure that sufficient quantity of foundation seeds of agreed variety is available for seed production program as per commitment made with RSSCL.
- IV. The documents being presented as the source of the proposed seed should have a clear pedigree/generation history for the proposed seed production.
- V. In case foundation seeds is own production; furnish section IX certificates/Release Order of the seed but the name of the bidder's firm should be mentioned on the section IX certificate.
- VI. In case foundation seeds is being purchased from other agency by bidder, purchase bills with lot number of seed along with section IX certificate/RO of foundation seeds are required to be submitted. The name of the seller's firm should be mentioned on the section IX certificate. In case of Joint Ventures, Seed source papers should be in the name of one of the partners of Joint Ventures
- VII. If quantity of foundation seeds to be used as seed source for proposed seed production is available but is pending for re-evaluation/certification or being purchased from another agency. In that case, valid certificate/sample slip issued by SSCA or agreement copy and an affidavit on a non-judicial stamp of Rs.500/- has to be submitted. It should be clear in the affidavit that all documents as to the source of the proposed seed quantity are complete and valid. These documents will be acceptable for technical bid as a proof regarding source of seed but the work order will be issued only after submission of valid seed source within time period determined by RSSCL.



#### 7. Transfer and subletting: -

The bidder 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 RSSCL.

#### 8. Field inspection and report criteria: -

- I. The bidder shall provide crop/ variety wise list of registered seed growers along with areas of fields under reference, so that the RSSCL may inspect these fields at random in collaboration with the bidder for the purpose of ascertaining the quantity & quality of such seed. If any fields not found suitable by RSSCL representative during inspection, it will be rejected for the purpose of seed production.
- II. The bidder shall make available to RSSCL a copy of all type field inspection reports up to the final field inspection report issued by RSSOCA well in time so that the RSSCL may evaluate the final area certified, expected yield and quantity of seed to be supplied etc.

#### 9. Seed intake, processing and packing criteria: -

- I. The intake, processing, storage, treatment and packing of the produced seeds will be done only at the well-equipped processing plant of RSSCL at RIICO (Baran), Jhalawar & Sultanpur (Kota) but the bidder will have to arrange labor, operator, vehicles other resources etc. for the technical and manual work of the operation (intake, processing, storage, treatment and packing etc.)
- II. The bidder will be responsible for intake of raw seed, physical verification of raw seeds, and genetic and physical quality of seed and completion of all the documentation requirements with regard to finally making available the certified seed to RSSCL.
- III. Grow out test (GOT) of every supplied lot is mandatory. GOT sample will be drawn at the time of raw seed intake for every lot at processing plant of RSSCL.
- IV. Without permission of the officials of RSSCL, any type or any category of seeds even undersize and physical resources, assets will not be taken out of the RSSCL premises.
- V. Required packing material i.e., primary packing bags (DW Jute bag/HDPE bag) in agreed\_packing bags e.g., 30 kg /40 kg and label, threads, lead seal and sewing machine, fumigation cover etc. shall be provided by RSSCL at its cost well in advance at processing plant as per requirement.
- VI. 1% excess weight seed should necessarily be added in each and every bag for moisture losses.
- VII. As & when instructed specifically in the purchase order or whenever needed \*राजस्थान सरकार द्वारा निःशुल्क वितरण /\_paste sticker of approved design and size/ MRP be in scripted on each and every seed packet/bag.
- The bidder will have to get advanced packing of the processed seed in agreed packing size and as soon as STL, Grow Out Test results received, pass and packed seeds with all necessary documents and formalities will have to be hand over to the RSSCL.



- IX. The actual bill amount of electricity consumed for processing, storage, treatment and packing of contractual seeds will be paid by the firm to the RSSCL. Amount of bill shall be recovered from due payments of the bidder during payment.
- X. The bidder will be responsible for the lifting of the undersize after the end of the completion of processing work; otherwise, the RSSCL will take action to recover the storage charges as per policy of RSSCL.
- XI. It is mandatory to execute all the above said work under the supervision of the officials/representative of RSSCL and RSSOCA.
- XII. The decision of the Managing Director of RSSCL on any matter arising under the clause shall be final and binding on the bidder.

#### 10. Seed supply criteria: -

- I. The bidder not required to ship/dispatch/transport the pass and packed seed to other unit of RSSCL from the unit where the seed is packed and stored.
- II. The last date for handling over the pass and packed seeds to the RSSCL is 30 April 2024.
- III. In case the stock fails in STL /GOT sampling, then the bidder should lift the sub-standard seed stock of particular lot at his own cost & risk with due consent of concern authority/the officials of RSSCL. If the bidder does not lift the available failed stock quantity in time, then RSSCL will not be responsible for any deterioration/ damage to the product/ material and the RSSCL will take action to recover the storage charges as per policy of RSSCL.

#### 11. Short supply criteria: -

- I. Variation in supplied quantity amounting to +5 % of ordered quantity may be accepted.
- II. If the short-supplied quantity is up to 10 % of ordered quantity may be accepted.
- III. If the short-supplied quantity is more than 10 % 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 final payment.
- IV. In case the short supply is more than 25% then entire performance security shall be forfeited.

#### 12. Delay supply criteria: -

The bidder will be expected to supply the ordered seed on or before agreed cutoff date to RSSCL, No Supply would be made after the agreed cut off dates mentioned in the agreement/ work order/ supply order. 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.

#### 13. Penalty Waiver criteria: -

1. The bidder shall arrange seed production program only in assured irrigated conditions to ensure production of targeted seed quantity. No excuse regarding less supply will be accepted on the basis of drought condition.



- II. The Clause nos. 11 and 12 shall not be applicable, if bidder submit the request to RSSCL well in time that, it had suffered due to natural calamities like flood/ heavy rainfall, cyclone, earthquake, pest attack etc. and facts finding committee constituted by the RSSCL find it authentic beyond doubts, then Managing Director of the RSSCL may waiver the penalties to the extent of actual loss in seed production.
- III. The Clause nos. 11 and 12 shall not be applicable in case if short supply is more than 10% against ordered quantity and delay supply after the agreed cut off dates due to the delay in STL, grow out test result, re-grading, re-sampling, re-packing or other failure in seed certification process, this request will be considered after submission of authentic documents by the bidder well in time but it shall be decided at the sole discretion of Managing Director of the RSSCL.

#### 14. Payment procedure: -

- On the basis of physically verified quantity of raw seed, 70% payment of MSP shall be released after getting following reports / documents from the bidder.
  - 1 -Name & address of the grower
  - 2- Area certified with RSSOCA.
  - 3- Area finally certified by RSSOCA.
  - 4- Estimate yield given by RSSOCA.
  - 5- Final report of physical verification of raw seed by RSSOCA.

## Il On the basis of final pass & packed seed quantity, remaining payment including service charges shall be release after receiving following reports from the bidder.

- 1-Standard STL and GOT report of the sample drawn.
- 2-All section IX certificate of all passes and packed certified seed lots.
- 3- Affidavit on a non-judicial stamp of Rs.100/- as per condition no 4 (III).
- 4- No-dues Certificate. The No-dues Certificate will be issued to the bidder by concerning processing plant-in -charge of RSSCL, the bidder shall ensure that all resources, bill amount, all the equipment, documents, files or any other material issued by RSSCL to the bidder in connection with the smooth working have deposited. If necessary, hand over taken over may also be made.
- 5- All the payments shall be made from Head office, Jaipur only.

#### 15. Insurance criteria: -

- I. The insurance coverage for the value of the agreed seed stored in premises of RSSCL should be arranged by the bidder at their own cost in favor of RSSCL against fire, theft, burglary and fraud etc. well in advance before the commencing their works in the premises of RSSCL.
- II. The bidder is responsible to give safe work operation /delivery of the pass and packed seeds to the RSSCL as per agreement. For any loss/damages etc. during intake, processing, storage, treatment and packing of the seeds, the bidder shall have to lodge the claim with the insurers and pursue the same till its settlement.
- III. Therefore, the insurance cover will be submitted by the bidder having validity at least up to 31 May 2024.



If RSSCL suffers any loss or damage on account of negligence, default or theft on the part of the resources of the bidder, then the bidder shall be liable to reimburse to RSSCL for the same. For any accident or casualty occurred during the course of working to any resources engaged by the bidder, the liability that will arise-out of the accident will be borne by the bidder.

#### 16. Performance security: -

- I. The Performance security amounting to 5% of the total order value shall be deposited before issuing the order. The performance security may be given in form of demand draft or bank guarantee. In case of Small-Scale Industries of Rajasthan, it shall be 1 % 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 2 percent of the bid amount.
- II. Bid security deposited shall be adjusted in performance security deposit (PSD) value.
- III. Such performance security shall be refunded after successful completion of contract period. No interest shall be payable on any such deposit.
- IV. Any circular/notifications regarding performance security issued by department of finance, GOR time to time shall also be applicable.

#### 17. Forfeiture of performance Security: -

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

- 1. 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 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.

#### 18. Agreement: -

The bidder shall, within 15 days of having been asked by notice to do so, will be bound to execute a formal agreement on Rs. 500/- non judicial stamp paper as per the format given in Annexure-G of the bid document.

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- II. 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 shall also form part of this agreement.
- III. The cost of stamping for agreement as per rules shall be borne by the bidder. In this case the non-judicial stamp and surcharge thereof has to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only

#### 19. Legal responsibility: -

- 1. This bid is only for service procurement, so there is no Master and Servant Relationship between the growers provided by the private partner/service provider/the bidder and RSSCL. The service provider or his resources, grower shall not claim any benefit from RSSCL.
- II. During the course of organization of program, production, processing, if any losses, any complaint incurred, the bidder would be responsible for making the losses to the grower. The RSSCL will not be responsible. Therefore, it is the mandatory responsibility of the bidder to inform all the registered grower about these facts in writing.
- III. The guarantee of physical purity and genetic purity would be given by the bidder. In case of any complaint, the Bidder would be responsible for making good the losses to the farmers and / or the RSSCL.
- IV. The bidder shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arise about quality of supplied seed at any point, the bidder shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ committee/ other court or any other authority.
- V. If civil suit if filed in any court/forum. In this situation keeping in view the possible legal expenses & possible compassion amount, it will be calculated & deducted from performance security amount.
- VI. If the bidder does not lift the available failed stock quantity in time, then RSSCL will not be responsible for any deterioration/ damage to the product/ material during storage/ transaction.

#### 20. 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 Managing Director of RSSCL, 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.

#### 21. 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 compliant 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 compliant will be made on the basis of the above investigated.
- 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.

#### 22. 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 of 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.

#### 23. 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.
- III. 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



#### 24. 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 of 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.20 '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.

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

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#### <u>Section - B</u> <u>General Instruction to Bidders</u>

- 1. <u>Important Instruction:-</u> 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 <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> and the bidders are advised in their own interest to acquaint themselves with the provisions of the Act and Rules before participating in the bidding process. If any discrepancy between the provisions of the Act and the Rules and that of this bidding document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.
- 2. The bidders are advised in their own interest, to carefully read the bid document and understand its purpose and unless the Bids specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the Bid document.
- 3. Bid must be submitted in the bid form and as per instruction provided in the bid document.
- **4.** Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any should bear the signature of the person signing the bid along with stamp of the bidder. Any modification not so signed shall be ignored and the whole Bid may be treated as null & void on this ground.
- 5. Bids will be processed and accepted through E- Procurement system as prescribed by GOR in two bid system.
- **6.** Bids are invited to submit online E-Bid, which shall contain the information about the bidder e.g., experience & past performance in the execution of similar contract (S), capability with respect to personnel, equipment, financial status, capacities, price quotations along with offer rates in given format.
- 7. Demand drafts for bid security, bid fee in favor of RSSCL and fee of RISL, in favor of Managing Director, RISL as mentioned in the e-Bid shall be submitted, physically at RSSCL Jaipur up to given time in NIB. The bidder should clearly write on the envelope, "Soybean certified seed Production Kharif-2023" Scanned copies of above Demand drafts shall also be submitted online with technical bid. In case a bidder is unable to deposit DDs physically, bid security, bid fee and processing fee can also be paid online in to the bank account number of RSSCL Ltd and proof of on-line transaction will have to be uploaded with tender.

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#### 8. Pre-Bid Meeting/Clarifications: -

- A pre-bid conference is scheduled by the procuring entity prior to the last date for submission of bid documents to clarify doubts of bidder in respect of procurement. The minutes & response, if any shall be provided promptly to all bidders.
- II. The pre-bid query, any modification is made to be bid documents or any clarification is issued which materially affects the terms contained in the bid documents, the procuring entity shall publish much modification all clarification prior to the last date for submission of bid on the respective websites.
- Any variation in the terms & conditions as may be suggested by the prospective bidder and accepted by the corporation shall also form part of this bid.
- IV. Your willingness to participate pre-bid meeting/clarifications is required to be communicated to the corporation by e-mail. (rajseedsprod@gmail.com)
- 9. <u>Bid Security: The bid security shall be 2% of the estimated value of tender item.</u> The bid security may be given in form of demand draft or bank guarantee, as mentioned in column 8 & point no. 3 of NIB & annexure H, 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.
- **10.** <u>Forfeiture of Bid Security: -</u> The bid security taken from a bidder shall be forfeited in the following cases, namely: -
  - I. When the bidder withdraws or modifies its bid after opening of bids.
  - II. When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period.
  - III. When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified.



- IV. When the bidder does not deposit the performance security within specified period after the supply / work order is placed.
- V. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules 2013.
- 11. <u>Submission of Bid: -</u> The Bid should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e., <u>www.eproc.rajasthan.gov.in</u> and as mentioned in Check-List.
- **12.** Opening of Bid: The bidders or their authorized representatives may attend at the time of opening of the bid.
- **13.** The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
- 14. <u>False Document:</u> If it is proved that any bidder has submitted any false document then RSSC Ltd. reserves the right to debar the bidder / forfeit the performance security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.

#### 15. Annual Turnover: -

- (A) The average annual turnover of the bidder (annexure-E) should be greater than or equal to as mentioned in column 11 of NIB. Do not submit bid if the average turnover of the firm is less than the amount mentioned in column 11 of NIB for respective unit.
- (B) In case a bidder participates in more than one unit, he/she has to submit turn over separately for each unit, according to the estimated unit value and **collectively it** should not be less than the total value of unit he / she participating in.
- 16. The bidder shall not change the committed quantities and committed varieties of Seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules. Offer quantity should be +/-25% of unit wise total tender quantity. Bid will not be accepted if offer quantity is less than 25% of unit wise total tender quantity.
- 17. The bidder should be the original seed producer or his duly authorized agent having valid seed license. The original seed producer or his authorized agent can (only after producing authorization letter from the principal on 500/- Rs. Non judicial stamp paper) participate in the bid process. In case of Joint Venture, the lead partner (Tenderer/Bidder) should possess valid Seed License so that she/he could issue seed bills at the time of supply.
- **18.** The bidder should produce an affidavit on Rs. 100/- non-Judicial stamp paper stating that he/she has not been black listed / debarred by any institution related to seed business. The offer of black listed / debarred bidders will not be accepted. (Annex-F)
- 19. <u>Purchase Preference:</u> The purchase preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.

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- 20. Price Fall Clause: The price mentioned above is under a rate contract and shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder (supplier/you) quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract (if approved supplier reduces rates to any other organization or any other party of state, the responsibility of informing the reduced rate to RSSCL shall be on the approved supplier), the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.
- **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 motto, may also amend the bidding document, if required, by issuing an amendment which will form part of the bidding document.
- 23. <u>Sign the BID:</u>- The bidder should sign the bid form on each page and at the end as token of the acceptance of all the terms and condition of the bid and agreement
- 24. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids:

  (1) The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award without assigning any reasons thereof and without there by incurring any liability to the bidders.
  - (2) It is also stated that any bid/bids can be cancelled if report /complain regarding firm's credit or any other complain etc. received against firm in such cases RSSCL reserve the right to cancel the bid at any stage.
- 25. Conditional bids will not be accepted.



#### 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. 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. 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.

12/2/

#### **Declarations by the Bidder**

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

- 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 arenot 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 pursuantto 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
- 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 lawsand 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

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- e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder immore 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 prospective producer with an intentto 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 Bidder
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 Secratory 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 (I) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under pars (1) fails to dispose of the appeal filed within the period specified in pars (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### (4) Appeal not to lie in certain cases

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

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

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#### (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 te 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 v (enclose copy), or a statement of a decision, action		
the Procuring Entity in contravention to the provisi the appellant is aggrieved:	ons of the Act by which	1
1. If the Appellant proposes to be represented		
by a representative, the name and postal address of t	he representative:	
5. Number of affidavits and documents enclosed with	the appeal:	
6. Grounds of appeal:		
······································		••••••
	Support	ed by an Affidavit)
7.		Prayer:
		••••••
Place		
Date		
Appellant's Signature		

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#### **Additional Conditions of Contract**

#### 1. Correction of arithmetical errors:

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

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

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

#### 2. Procuring Entity's Right to Vary Quantities:

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

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

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

Date:			Signature of bidder
Place:			Name:
		*	Designation
			Address:

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With Name, Address & Seal

#### **Annual Turn-over Statement**

The annual	turnover	of M/s
the past three years are as given b	ac elow and certified that the stateme	ddress for ent 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

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Place:

#### **Declaration and Undertaking**

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

Govt. in last three years from date	e or bid submission.
	(Name of Deponent & Signature)
<u>Verification</u>	
(D. 1. 11. )	Affirm on oath that the
3	lete address) do ocklisted/banned/debarred on any Govt. in last three years from dat

VII

#### **AGREEMENT FORM**

Seeds Corporation Ltd. A government of I having its registered office at Pant Krishi B expression shall unless excluded by or repu of the first part and M/s	ay)between the Rajasthan State Rajasthan Company, incorporated under the Companies Act 1956 and hawan, Janpath, Jaipur and (hereinafter called the 'Corporation ' which agnant to the context, be deemed to include its successors and assigns)(hereinafter called the 'Supplier' which expression shall include text, be deemed to its successors and assigns) of the second part.
WHEREAS the 'Corporation' with the intention own behalf (hereinafter called the 'purchas	tion of purchasing seed invited offers vide NIT Noon its er')
	r Bid and upon consideration of the Bid and after due deliberations, the ders with supplier, for the supply of material as per specifications, reement and in purchase order.
AND WHEREAS the Corporation and the contained in the Bid document which shall	supplier have agreed to all the Instructions, terms & conditions as form part of this agreement.
The supplier hereby agrees to specification and details as mentioned in Pu	supply and purchaser hereby agrees to purchase materials with urchase Order.
For and on behalf of	For and on behalf of
the supplier	Rajasthan State Seeds Corporation Ltd.
Witness	Witness
· • •	
1.	<b>1.</b>
2.	2.

3.

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3.

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

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity) [insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Bid Security No.: [insert number]

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

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

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

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

NA

This guarantee will expire:

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

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

Signed:	- The second sec	
[insert signature of person whose name and capacity are shown]		
Name:	·	
[insert complete name of person signing the Bid Security]		
In the capacity of:		
[insert legal capacity of person signing the Bid Security]		
Duly authorized to sign the Bid Security for and on behalf of [insert supply & Installation	name of the	Bank] SBD for
Dated on day of,		
[insert date of signing]		
Bank's Seal	<del>;</del>	
[affix seal of the Bank]		

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

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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)

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

Bid No.: [insert number of bidding process]

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

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

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

- (i) Departments/Boards of the State Government or Central Government; or
- (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

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

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

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



- (a) Withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- (b) Having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
- (i) Fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
- (ii) Fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) Breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB. We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed:	· <del>-</del>
[Insert signature of person whose name and capacity are shown] SBD f	for Supply & Installation
Name:	
[Insert complete name of person signing the Bid-Securing Declaration]	•
In the capacity of:	
[Insert legal capacity of person signing the Bid-Securing Declaration]	
Duly authorized to sign the bid for and on behalf of:	
[Insert complete name and address of the Bidder]	
Dated on day of,	
[Insert date of signing]	
Corporate Seal	
[Affix corporate seal of the bidder]	

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

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### **Processing Plant Detail**

## Indicative details of processing arrangements & available machines

ltem	·	Plant, Baran	Jhalav	Sultanpur Plai Kota		
	No. of machine	Capacity	No. of machine	Capacity	No. of machine	Capacity
Vehicle Weighing						
Matching	1	60 MT	1	60 MT	_	_
(Dharm-Kanta)					1	
Pre-Cleaner	1	5 TPH	-	-	1	5 TPH
Seed Grader	1	5 TPH	1	10 TPH	1	5 TPH
Indent Cylinder	1 Set double	5 TPH	2	10 TPH	1	5 TPH
Gravity Separator	1	5 TPH	2	10 TPH	1	5 TPH
Seed Bag Weighing Matching	2	200 Kg	8	60 Kg -4 100 KG-4	-	-
Seed Dresser	1	5 TPH	, <b>1</b>	2 TPH on Wheat Basis	1	5 TPH
Seed Dryer	1	5 TPH	-		ab .	_
Bag Closer Machine	2	400	11	•	***	:

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