



Rajasthan State Seeds Corporation Ltd.

Pant Krishi Bhawan, Jan Path, Jaipur - 302 005

CIN-U75132RJ1978SGC001781

www.rajseeds.org

Technical & Financial E-Bids

Soyabean Certified Seed Purchase

(2019-20)

Last Date of Submission of Technical &

Financial Bids

:- 6.00 PM on 15.04.2020

Last Date of deposition of Bid Security

:- up to 01.00 P.M. on 16.4.2020

Date of Opening of Technical Bids

:- 3.00 PM on 16.04.2020

Bid Security:- As per NIB

Bid fee : Rs. 2000/-+ GST Rs.360/-

Processing fee : Rs. 1000/-+ GST Rs.180/-

Phone: - 0141 - 2227147, 2227514, 227944, 2227651, 2227513

4

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

Bid Form

Bid form to procure Certified Seed of Soybean seed as per specifications attached.

1. Cost of Bid Form Rs. 2000/-+GST Rs. 360/- in the form of DD in favour of Rajasthan State Seeds Corporation Ltd., payable at Jaipur vide DD No. Dated

2. E-procurement processing fee Rs. 1000/-+ GST Rs. 180/-in the form of DD in favour of MD,RISL, Jaipur, payable at Jaipur vide DD No..... Dated.....

Note: - Please fill up all the information carefully and completely.

3. Name of Biding Organization: -

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

5. Telephone / Mobile / Fax No.: -

6. Email Address.....

7. Addresses of processing plant and telephone / Fax No.: -
.....
.....
.....

8. Detail of the Bid Security Deposited :- (Enclosure No. 1) DD in favour of Rajasthan State Seeds Corporation Ltd. payable at Jaipur Bid Security payable *as per NIB*. (Excluding Govt. Cooperative /Govt. undertaking/Govt. institution only)

SN	DD No.	Date	Amount (Rs.)

9. Nature of Institution: Proprietor / Partnership Pvt. Ltd. / Others (Please attach documents) (Enclosure No.4)
.....

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

11. Work experience under any one year of last three years and current year having transaction of Seed with NSC / RSSC/ or any other State Seeds Corporation/Govt. agency. (Attach details of orders received & supplied) (Enclosure No. 5- A to F). minimum 50% amount of estimated cost .

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

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

41

12. Source of seed– (submit photocopies of following documents along with technical bid). –
 (i) Bills of Foundation Seed.
 (ii) Section IX Certificate

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

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

14. Name of seed producer on behalf of whom Bidder is authorized to bid for the seed in this Bid.
 (Attach certificate.....)

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

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

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

- A successful bidder should have at least achieved Average minimum turnover of as per NIB during the last 3 years. (Enclosure No.10)
- Detail of Bank account & Banker certificate (Enclosure No.9)

17. List of Enclosures: -

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

Encl. no.	Name of Enclosure
1	Demand Draft for Bid fee Rs.2000/-+ GST Rs. 360/-
2	Demand Draft for processing fee in favor of MD RISL as fee Rs.1000/-+ GST Rs. 180/-
3	Demand Draft for Bid Security As per NIB
4	Proof regarding nature of Institution – Proprietor /Partnership/ Pvt. Ltd./ Other
5 (A to F)	Copy of supply orders
6	GSTIN Certificate
7	Authorization from principal (Term No. 29) on Rs. 500/- non-judicial stamp paper. (In case of authorized agent)
8	Photo copy of PAN No.
9	Details of Bank A/C and Banker Certificate.
10	CA certificate for last three years turnover.
11	Photo copy of Seed License
12	Certificate regarding plant capacity / registration from State Seeds Certification Agency.
13	Source of seed papers as applicable.
14	Non black listed/debarred affidavit (Term No. 30) on Rs. 100 non-judicial stamp paper.

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

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

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

41

Check list for Technical Evaluation (Qualification of Bidder)

S. No.	Item	Details Related to column - 2												
1	2	3												
1.	Demand Draft for Bid & Processing Fee (Each Bid).	Rs.2360- Raj. State Seeds Corporation Ltd. Payable at Jaipur. Rs.1180- M.D. RISL Payable at Jaipur.												
2	Bid Security (Raj. State Seeds Corporation Ltd. via payable) and certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Name of Variety</th> <th style="text-align: center;">Bid Security (Rs.)</th> <th style="text-align: center;">Average Minimum Turn over for last three year</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">JS-2034</td> <td style="text-align: center;">1920000</td> <td style="text-align: center;">4.80 Crore</td> </tr> <tr> <td style="text-align: center;">JS-2029</td> <td style="text-align: center;">720000</td> <td style="text-align: center;">1.80 Crore</td> </tr> <tr> <td style="text-align: center;">JS-2069</td> <td style="text-align: center;">480000</td> <td style="text-align: center;">1.20 Crore</td> </tr> </tbody> </table> <p>As per annexure-E In case a bidder participats in more than one bid / item, he/she has to submit turn over & past performance collectively</p>	Name of Variety	Bid Security (Rs.)	Average Minimum Turn over for last three year	JS-2034	1920000	4.80 Crore	JS-2029	720000	1.80 Crore	JS-2069	480000	1.20 Crore
Name of Variety	Bid Security (Rs.)	Average Minimum Turn over for last three year												
JS-2034	1920000	4.80 Crore												
JS-2029	720000	1.80 Crore												
JS-2069	480000	1.20 Crore												
3.	Authorization /Resolution for signing of bid if it is limited Company or partnership firm. OR An affidavit of ownership if proprietary firm/sole traders	attach copy												
4.	Past Performance in anyone year of last three years and current year (Minimum 50% amount of estimated cost of bid)	Work order copies and Work Completion Certificate from Procuring Entity												
5.	Format of Technical bid duly filled and signed.	attach copy												
6	PAN card, GST Registration Certificate	attach copy												
7.	ITR for last three years .	attach copy												
8.	Details of Bank A/C and Banker Certificate.	attach copy												
9.	Notarised 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)	As per annexure-F												
10.	Each and Every page of Bid Document should be signed with stamp of authorized signatory of Bidder.	attach copy												
11.	Copy of Seed license	attach copy												
12.	Source of Seed verification documents	(1) Bills of Foundation Seed (2) Section IX Certificate												
13.	Certificate regarding processing Plant Capacity of firm and registration with concerned State Seed Certification Agency.	attach copy												
14.	Authorization from principal (Term No. 29) on Rs. 500/- non-judicial stamp paper. (In case of authorized agent)	attach copy												

Note: -

1. Demand Draft for Bid & Processing fee and Bid security has to be submitted physically by the date & time stipulated in NIT.
2. Scanned copy of documents mentioned at serial no. 1 to 14 are to be uploaded on www.eproc.rajasthan.gov.in .
3. All the above mentioned documents 4 enclosures (1 to 14) are mandatory and the bid is liable to be rejected in above of any of these documents enclosures .

Technical Bid

Technical detail of fresh Certified Seed Soybean varieties for Kharif season 2020. The quantity offered should be a minimum 1/5 of required quantity.

S. No.	Crop	Variety	Class of Seed	Qty. in Qtls.	Packing Size	Qty. offered by firm (in Qtls.)		Offered packing size 30/40 Kg.	Name of fungicide/chemical used for seed treatment
						Name of variety	Class of seed		
1	Soybean	JS-2034	C/S	16000	30/40 Kg				
2		JS-2029	C/S	6000	30/40 Kg				
3		JS-2069	C/S	4000	30/40 Kg				

115

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

Financial Bid

Financial detail of fresh Certified Seed Soybean varieties for Kharif season 2020. The quantity offered should be a minimum 1/5 of required quantity.

S. No.	Crop	Variety	Class of Seed	Qty. in Qtls.	Packing Size	Qty. offered by firm (in Qtls.)		Rate Rs. / Qtl. FOR (Company Packing) anywhere in Rajasthan (Including all Tax)	GST if Applicable
						Name of variety	Class of seed		
1		JS-2034	C/S	16000	30/40 Kg	JS-2034			
2	Soybean	JS-2029	C/S	6000	30/40 Kg	JS-2029			
3		JS-2069	C/S	4000	30/40 Kg	JS-2069			

W

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

TERMS AND CONDITIONS OF BID

1. **Important Instruction:** *The law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" (hereinafter called the Act) and " Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter called the Rules) under the said Act are in force for the procuring entities of the state of Rajasthan. The said Act and Rules are available on the website of state Public Procurement Portal <http://sppp.rajasthan.gov.in> and the bidders are advised in their own interest to acquaint themselves with the provisions of the Act and Rules before participating in the bidding process. If any discrepancy between the provisions of the Act and the Rules and that of this bidding document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.*
2. The Bidders are advised in their own interest, to carefully read the Bid document and understand its purpose and unless the Bids specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the Bid document.
3. Bid must be submitted in the Bid form provided in the Bid document.
4. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any should bear the signature of the person signing the bid along with stamp of the bidder. Any modification not so signed shall be ignored and the whole Bid may be treated as null & void on this ground.
5. Separate Bid Form for each item should be submitted else it will be rejected.
6. Bids will be processed and accepted through E- Procurement system as prescribed by GOR in two bid system.
7. Bids are invited to submit online E-Bid, which shall contain the information about the Bidder eg. experience & past performance in the execution of similar contract (S), capability with respect to personnel, equipments, financial status, capacities, price quotations along with offer rates in given format.
8. Demand Drafts of Bid Security (Bid Security exempted Govt./ Govt. undertaking or Govt. institution) and Bid fee in favour of RSSCL and fee of RISL, in favour of Managing Director, RISL as mentioned in the e. Bid shall be submitted, physically at RSSCL Jaipur up to given time in NIB. Scanned copies of above Demand Drafts shall also be submitted online with technical bid.

9. **Bid security:** Bidders are required to deposit Bid security with the Corporation as indicated in notice inviting Bid by means of Demand Draft payable at Jaipur, in favour of Rajasthan State Seeds Corporation Ltd. **CHEQUES WILL NOT BE ACCEPTED.**
Relaxation in BID SECURITY shall be considered only when bidder submits the proof of eligibility for such relaxation physically at the time of BID SECURITY submission or else the bid shall be rejected.
10. **Submission of Bid:** *The Bid should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and as mentioned in Check-List.*
11. **Opening of Bid:** The Bidders or their authorized representatives may attend at the time of opening of the Bid.
12. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
13. **If it is proved that any bidder has submitted any false document then RSSC Ltd. reserves the right to debar the bidder / forfeit the bid security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.**
14. (A) The average annual turnover of the bidder (annexure-E) should be greater than or equal to as mentioned in column 9 of NIT. Do not submit bid if the average turnover of the firm is less than the amount mentioned in column 9 of NIT for respective item.
(B) In case a bidder participates in more than one bid / item, he/she has to submit turn over and past performance separately for each bid / item, according to the estimated bid value and collectively it should not be less than the total value of bids he / she participating in .
15. Any bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by RSSC Ltd.
16. The Bidder will be responsible for the supply of Certified Seeds of varieties mentioned in Bid form and quantities thereof as agreed, and will make available the Certified Seeds of those varieties as shall be mentioned in the agreement which should be certified by the authorized Seed Certification Agency.
17. The guarantee of physical purity and genetic purity would be given by the Bidder. In case of any complaint, the Bidder would be responsible for making good the losses to

the farmers and / or the Company (RSSCL). The copies of STL report with section- IX certificate as mentioned in the offer will also be submitted to RSSC along with consignment.

18. The seed offered should meet the standards of IMSCS. A packet containing sufficient quantity of chemical as per recommended dose shall be kept inside each of seed packet to enable the farmers to treat the seeds before sowing. A pamphlet in Hindi giving warning about chemical and procedure to treat the seed should be kept inside seed packet along with sachet. Failure in compliance of this clause is punishable by 5% reduction from payment bill of supplier. Even if one bag is found to be without specified chemical in the seed container, entire lot supplied will be considered as non treated for penalty purpose
19. 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 grounds of admixture found by the supervisory staff of the Company or on grounds of poor quality grading and packing etc..RSSC may send representative during period of processing and dispatch of the seeds to draw sample, if necessary, from time to time.
20. The bid performance security deposit in the form of demand draft, equal to 5% of the total amount of the contract shall have to be furnished at the time of signing of the agreement by the Bidder. Bid Security deposited shall be adjusted in this security deposit.
21. The Bid Performance Security deposit shall be refunded only after satisfactory completion of successful supply and expiry of contract tenure.
22. Refund of Bid security:
 - A. **Unsuccessful Bidders:**

In case of unsuccessful Bidders who do not withdraw their offers before the receipt of final decision, the Bid security, shall be returned without interest after the finalization of Bids or after expiry of validity period of the respective offer whichever is earlier, by means of returning the original instrument submitted by the Bidder.
 - B. **Successful Bidders:**

After the successful Bidders have completed formalities, the Bid security deposit shall be adjusted in Performance security.
23. Forfeiture of Bid security:

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

 - i. When the Bidder withdraws or modifies his Bid after opening of Bids; or

- ii. When the Bidder does not execute the agreement in accordance with Clause 5 within the specified time after issue of letter of acceptance ; or
- iii. When the Bidder does not deposit the Performance Security in accordance with Clause 4 before placing the supply order ; or
- iv. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules and annexure-A ; or
- v. If the Bidder does not accept the correction of its Bid price pursuant to annexure-D (Correction of Arithmetical Errors).

24. INSURANCE

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

- (a) In case of indigenous supplier 'all transit risks' insurance shall be arranged commencing from their works to the destination of the Corporation.
 - (b) The supplier is responsible to give safe delivery of the material at FOR destination. For any loss/damages etc. during transit, the supplier shall have to lodge the claim with the insurers and pursue the same till its settlement.
25. The supplier should quote the price exclusive of GST. Basic price and GST should be quoted separately in BOQ sheet in financial bid.
26. The Bidder will be responsible for quality and completion of all the requirements in regard to finally making available the Certified Seed to RSSC.
27. **The Bidder shall not change the committed quantities and committed varieties of Seed. RSSC has the right to decrease the quantity as per requirement and to increase the Quantity within the rules. Offer quantity should be minimum 1/5 th of required quantity. Bid will not be accepted if offer quantity is less than 1/5 th of required quantity.**
28. Successful bidder will be expected to supply the ordered seed on or before agreed cutoff date to concern RSSC units/ destination In Rajasthan given in the supply order, generally it will be approximately 20 day. No Supply would be made after the agreed cut off dates mentioned in the agreement / work order. For the supply after cut of date, extension in cutoff date will be obtained in writing from RSSC before expiry of cutoff date. However the supply after cutoff date, In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply:-

- | | |
|--|-------------------|
| (a) Delay upto one fourth period of the prescribed delivery. | 2 $\frac{1}{2}$ % |
| (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. | 5% |
| (c) Delay exceeding one fourth but not exceeding three fourth of the prescribed delivery period. | 7 $\frac{1}{2}$ % |
| (d) Delay exceeding three fourth of the prescribed delivery period. | 10% |

29. 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) participate in the Bid process.
30. Bidder should produce an affidavit on Rs. 100/- Non Judicial stamp paper stating that he has not been black listed / debarred by any institution related to seed business. The offer of black listed / debarred bidders will be not accepted.
31. If the Bidder fails to supply the complete quantity of seeds within the time period specified, RSSC shall be entitled to impose a penalty of up to 5% on the Bidder for the unsupplied quantity.
32. Lowest rates of bidder will be accepted but order Quantity may be split amongst two or more eligible Bidders, if they agree or give consent to supply on lowest rate which is approved.
33. The Bidder will have to provide the source of seed procured by him for seed production by providing copies of bills, tags/label etc.
34. The Bidder shall be responsible for dispatch of the goods to FOR destination RSSCL unit or as communicated by RSSC before dispatch.
35. The rates are to be quoted for in packing of producer and Rates quoted shall be inclusive of all taxes whatever being levied by the Central or State Government including Octroi, market taxes etc., in the concerned State and Rajasthan, or in transit.
36. The Bidder will supply the seed only in the required packing size.
37. For the quantity offered, rate quoted shall include all the requisite processing and packing material including treatment chemical etc..
38. Cost of Tags, treatment material, thread, seal etc. shall be borne by Bidder, in all the cases.
39. The supplier shall have to send lot wise STL reports, Section-IX certificate, GR (Transport built), Challans, Transit bills etc. along with the consignment to the destination given by the RSSC
40. **Payment Procedure –**
- (I) No payment shall be made at the time of delivery of seed

51

(II) 70% payment shall be released after getting following reports / documents .

(A) Original bills, STL reports, Section-IX certificate from supplier .

(B) Stock entry and I.U.T. from receiving unit of RSSC .

(III) Remaining 30% amount will be released after receiving STL report of the sample taken at the time of delivery for every lot at RSSC unit level, GOT Report of every lot and Satisfactory Field Performance Report from concerned RSSC unit/Department of Agriculture.

(IV) Payment of entire lot quantity supplied shall not be made and no claim shall be entertained if the sample drawn at unit level at the time of delivery is found to be sub standard / failed in STL and GOT, and shall be recoverable from the 70% payment made earlier, due payment to supplier and security deposit.

(V) All the payments shall be made from Head office only .

41. All testing charges shall be borne by the supplier and all such payment by RSSC shall be deducted from the due payment of the supplier.
42. Payment of entire lot quantity supplied shall not be made and no claim shall be entertained if the sample drawn at unit level at the time of delivery is found to be sub standard / failed in STL and GOT.
43. If any dispute arises between parties or the bidder is aggrieved by the action of RSSC, he may file an appeal in the prescribed Performa and manner given in RTPP act of Govt. of Rajasthan. The first appellate authority will be Principal Secretary of Administrative Department (Department of Agriculture) and second appellate authority will be Secretary Finance (Budget) Finance Department, Govt. of Rajasthan.
44. RSSC has right to accept or reject the Bid partly or fully without assigning any reason what so ever.
45. The courts of law situated at Jaipur only shall have the Jurisdiction to entertain the litigation arising out of this Bid for the supply of the above seeds.
46. The Bidder should clearly write on the envelope, "Bid fee & BID Security form for the supply of Soybean Certified seed Kharif 2020" The envelope should contain DDs of Bid fee, BID Security & processing fee.
47. 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.
48. Agreement : The successful Bidder shall, within 15 days of having been upon by notice to do so, be bound to execute a Formal agreement on Rs. 500 non judicial stamp paper as per the Format given in Annexure-G of the Bid document and all relevant terms, conditions and specifications as mentioned in the Bid document shall also form part of

this agreement. Any variation in the terms & conditions as may be suggested by the Bidder and accepted by the Corporation will be specifically mentioned in the agreement.

The cost of stamping for agreement as per rules shall be borne by the successful Bidder.

49. Conditional Bids will not be accepted.
50. No carry over seed shall be accepted .
51. *The Bidder should sign the Bid from on each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement.*
52. 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 will also be applicable.

Signature of Bidder

Or their authorized representative with firm's seal





Tel: -0141-2227514, 2227513

Rajasthan State Seeds Corporation Ltd
Pant Krishi Bhawan Jan Path Jaipur

CIN-U75132RJ1978SGC001781

E-Mail:- rajseedsmktg@gmail.com

Technical Specification

Bids are being invited for procurement of foundation seed of following Crop / Varieties which are notified, recommended & suitable for Rajasthan

S.N.	Name of Crop	Variety offered	Class of Seed	Expected Qty.(Qtls.)	Packing size
1	Soybean	JS-2034	C/S	16000	30/40 Kg
2		JS-2029	C/S	6000	30/40 Kg
3		JS-2069	C/S	4000	30/40 Kg

Note:

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

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

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

Procuring Entity as engineer-in-charge/ consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

41

Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is Finance Department Government of Rajasthan.

(1) Filing an appeal

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

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under 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 authorised representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

511

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

44

Additional Conditions of Contract

1. Correction of arithmetical errors :

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

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

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

2. Procuring Entity's Right to Vary Quantities:

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fiftypercent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

Date:
Place:

Signature of bidder
Name :
Designation
Address:

Annual Turn-over Statement

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

S.No.	Year	Gross Turnover in Lacs	
1	2016-17		
2	2017-18		
3	2018-19		
	Total:	Rs.	Lacs
Average gross annual turnover		Rs.	Lacs

Date:

Place:

Signature of Chartered Accountant

With Name, Address & Seal

41

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 on the 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.

41
(Name of Deponent & Signature)

AGREEMENT FORM

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

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - (a) The Procuring Entity's Notification to the Supplier of Award of Contract;
 - (b) The Bid Submission Sheet and the Price Schedules including negotiated price, if any, submitted by the Supplier;
 - (c) The Special Conditions of Contract
 - (d) The General Conditions of Contract
 - (e) The Schedule of Supply;
 - (f) Instructions to Bidders;
 - (g) The Notice Inviting Bid;
 - (h)

in the event of any discrepancy or inconsistency within the contract documents, the documents shall prevail in the order listed above.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

51

4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed by:

(for the Supplier

Name.....

Designation

Address

Witness 1

Witness 2

Signed by:

(for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan)

Name.....

Designation

Address

Witness 1

Witness 2

41