



Tel: -0141-2227514, 2227513

Rajasthan State Seeds Corporation Ltd
Pant Krishi Bhawan Jan Path Jaipur

CIN-U75132RJ1978SGC001781

E-Mail:- rajseedsprod@gmail.com

F2/(Gr-1) RSSC/Soybean FS /2019-20/20 25

Dated: 30.4.19

E- Procurement NIB /2019-20

Rajasthan State Seeds Corporation Limited, Jaipur invites E-Procurement NIB from interested seed production companies/organizers to supply FS of Soybean Varieties JS-9560, JS-2029 and JS -2034 for Kharif -19.

Bid documents available on website <https://eproc.rajasthan.gov.in/> www.sppp.rajasthan.gov.in or [www.rajseeds.org/ agriculture.rajasthan.gov.in](http://www.rajseeds.org/agriculture.rajasthan.gov.in) from 1-05-2019 to 20-05-2019 Last date and time of online submission of Bid is 6.00 pm on 21-05-2019 RSSC reserves the right to accept or reject any Bid.

The UBN is.....


(JASWANT SINGH)
Managing Director
(DIN 08383856)



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F2/ (Gr-1) RSSC/Soybean FS/2019-20/ 2026

Dated: 30.4.19

NOTICE INVITING BID

Rajasthan State Seeds Corporation Ltd. Invites E-Bids in prescribed format from reputed seed production companies/ Organizers to provide foundation seed during Kharif 2019 as mention below.

S. No.	Crop	Variety	Class of seed	Quantity (Quintal)	Bid Security	Bid+ Processing fee (Rs.)	Minimum Turnover for concern item
1	Soybean	JS-9560	FS-I / II	5000	7,00,000	2000+1000+GST (18%)	4 Crore
		JS-2029	FS-I / II	1000	2,00,000	2000+1000+GST (18%)	1 Crore
		JS-2034	FS-I / II	1000	2,00,000	2000+1000+GST (18%)	1 Crore

1. This Bid shall be processed through E-Procurement portal of <https://eproc.rajasthan.gov.in> up to 21-05-2019 at 6.00 PM. various details can be seen / downloaded from this website www.rajseeds.org/agriculture.rajasthan.gov.in and www.sppp.rajasthan.gov.in.
2. The Bid fees and Bid Security shall only be accepted by way of demand draft in favour of Rajasthan State Seeds Corp. Ltd. Jaipur & Processing fees by way of demand draft in favor of M.D, RISL payable at Jaipur which shall be physically deposited at H.O, RSSC, Jaipur up to 02.00 PM on 22-05-2019.
3. The technical bids will be open at 3:00 PM on 22-05-2019 The financial bid of technically qualified firms shall be opened subsequently for which date and time shall be intimated separately.
4. Bids, both Technical and financial bid should be submitted strictly as per instructions given in the Bid document.
5. Bid not accompanied with requisite Bid Fees, Processing Fees & Bid Security and not submitted as per the instructions contained in the Bid document are liable for rejection.
6. Separate Bid form is required to be submitted for each variety/ item.
7. Above quantities are indicative & order may be placed for whole or part of the quantity as per requirement.
8. RSSC reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason what so ever.
9. Bid fee of Rs. 2000 /-+GST Rs. 360 /- payable to MD, RSSC Ltd., Jaipur and Processing fee Rs. 1000/-+GST Rs. 180/- to MD, RISL, Jaipur for each item.


Managing Director



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Rajasthan State Seeds Corporation Ltd.

Pant Krishi Bhawan, Jan Path, Jaipur - 302 005

CIN-U75132RJ1978SGC001781

www.rajseeds.org

Technical & Financial E-Bids

(2019-20)

Last Date of Submission of Technical &

Financial Bids

:- 6.00 PM on 21-05-2019

Last Date of deposition of Bid Security

:- up to 02.00 P.M. on 22-05-2019

Date of Opening of Technical Bids

:- 3.00 PM on 22-05-2019

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

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

Bid Form

Bid form to procure FS-I / FS-II 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.: -

Storage capacity (Please indicate detail of each go-down separately in following format)
(Enclose separate sheet if need be): -

SN	No. of go-downs	Size of go-down	Storage Capacity in MT	Remarks

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 having transaction of Certified Seed with NSC / RSSC/ or any other State Seeds Corporation/Govt. agency. (Attach details of orders received & supplied) (Enclosure No. 5- A to F).

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

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12. Details of Processing arrangements & Available machines :- (Model, Make & capacity of processing machine)

SN	Item	No. of machine	Capacity	Make & Model
1	Pre-cleaner			
2	Seed Grader			
3	Gravity Separator			
4	Seed Dresser			
5	Seed Dryer			

(Note :- It is mandatory to provide all details pertaining to no.12 above with documentary proof that, concerned firm has either its own processing capacity or has tied up for processing on priority.)

13. Source of seed (submit photocopies of following documents along with technical bid). – Availability quantity of BS or FS. It is mandatory to provide all details.

14. 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.		

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

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

17. 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 minimum turnover of as per NIB during any of the last 3 years. (Enclosure No.10)
- Detail of Bank account & Banker certificate (Enclosure No.9)

18. **List of Enclosures: -**

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

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)	Details of supply orders
6	GSTIN Certificate
7	Authorization from principal (Term No. 17) 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. 18) 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

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Technical Bid

Technical detail of fresh FS Soybean varieties for kharif season 2019. 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	Offered quantity (in Qtls.)		
1	Soybean	JS-9560	FS-I / FS-II	5000	30/40 Kg	JS-9560				
		JS-2029	FS-I / FS-II	1000	30/40 Kg	JS-2029				
		JS-2034	FS-I / FS-II	1000	30/40 Kg	JS-2034				

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

Handwritten signature

Financial Bid

Financial detail of fresh FS Soybean varieties for kharif season 2019. 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)
						Name of variety	Class of seed	
1	Soybean	JS-9560	FS-I / FS-II	5000	30/40 Kg	JS-9560		
		JS-2029	FS-I / FS-II	1000	30/40 Kg	JS-2029		
		JS-2034	FS-I / FS-II	1000	30/40 Kg	JS-2034		

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



TERMS AND CONDITIONS OF BID

1. The Bidders are advised in their own interest, to carefully read the Bid document and understand their purport and unless the Bids specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the Bid document.
2. Bid must be submitted in the Bid form provided in the Bid document.
3. 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.
4. Separate Bid Form for each item should be submitted. Or else it will be rejected.
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 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.
7. Demand Drafts of Bid Security (Bid Security exempted Govt./ Govt. undertaking or Govt. institution) and Bid fee in favor 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.
8. The Bidder will be responsible for the supply of FS-I / FS-II of varieties mentioned in Bid form and quantities thereof as agreed, and will make available the FS-I / FS-II of those varieties as shall be mentioned in the agreement which should be certified by the authorized Seed Certification Agency.
9. The guarantee of physical purity, genetic purity and germination 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.

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

10. The seed offered should meet the standards of IMSCS and should be treated with standard and prescribed chemical. Even if one bag is found to be not treated by specified chemical, entire lot supplied will be considered as untreated for penalty.
11. 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.
12. 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.
13. The Bid Performance Security deposit shall be refunded only after satisfactory completion of successful supply and expiry of contract tenure.
14. The Bidder will be responsible for quality and completion of all the requirements in regard to finally making available the FS to RSSC.
15. The Bidder shall not change the committed quantities and committed varieties of Seed. RSSC has right to decrease the quantity as per requirement and to increase the Quantity within the rules.
16. 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 15 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, Penalty as per RTPP/GF & AR for delay will be imposed.
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) participate in the Bid process.
18. Bidder should produce an affidavit on Rs. 100/- Non Judicial stamp paper stating that he has not been black listed / debarred in last 3 years by any institution related to seed business. The offer of black listed / debarred bidders will be not accepted.

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

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19. 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.
20. The Clause nos. 16 and 19 shall not be applicable in case Bidder proves to RSSC beyond doubt for the area and quantity agreed to RSSC that, it had suffered due to natural calamities like flood/ Heavy Rainfall, cyclone, earthquake etc. with authentic proof of concerned State Seed Certification Agency. The extent to which the penalties applicable at clause nos. 16 and 19 shall be waived as above will be the sole discretion of RSSC.
21. 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.
22. The Bidder will have to provide the source of seed procured by him for seed production by providing copies of bills, tags/label etc.
23. The Bidder shall be responsible for dispatch of the goods to FOR destination RSSCL unit or as communicated by RSSC before dispatch.
24. 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.
25. The Bidder will supply the seed only in the required packing size.
26. For the quantity offered and ordered in packing of Bidder the, the cost of packing material, as per need shall be borne by Bidder and shall be inclusive in the rate putted in his offer.
27. Cost of Tags, treatment material, thread, seal etc. shall be borne by Bidder, in all the cases.
28. The details of lot numbers of the seed along with the STL reports, section 9 certificates and G.R. / Way bill etc will be dispatched by Bidder, to the specified destination point as specified by RSSC.
29. RSSC head office at Jaipur shall release 80 % payment for goods received within a month's time subjected to receipt of original bills duly stock entry, I.U.T., STL reports, Section-IX certificates and other necessary documents from receiving units subjected to fulfillment of the specified Terms & Conditions and balance 20 % payment will be released after receiving satisfactory report from fields (RSSCL) including STL reports of samples draw at RSSCL Units.

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

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- 30. Payment of entire lots quantity supplied but failed in sample test of STL and/or satisfactory filed reports shall not be made by RSSC and no claim for this shall be entertained.
- 31. 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 / ACS of Administrative Department (Department of Agriculture) and second appellate authority will be Finance Department, Govt. of Rajasthan.
- 32. RSSC has right to accept or reject the Bid partly or fully without assigning any reason what so ever.
- 33. 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.
- 34. The Bidder should clearly write on the envelope, "Bid fee & BID Security form for the supply of Soybean foundation seed Kharif 2019" The envelope should contain DDs of Bid fee, BID Security & processing fee.
- 35. 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.
- 36. Agreement on Non-judicial stamp paper of Rs. 500 will be executed by the Bidder with RSSC within 15 days of dispatch of LOI from RSSC. It shall be effective from the date of singing of agreement as per rules. Cost of stamp paper will be borne by the Bidder.
- 37. Conditional Bids will not be accepted.
- 38. Provision of RTPP Act 2012 & Rules 2013 shall be applicable as the case may be.

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

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Rajasthan State Seeds Corporation Ltd
Pant Krishi Bhawan Jan Path Jaipur

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CIN-U75132RJ1978SGC001781

E-Mail:- rajseedsprod@gmail.com

Technical Specification

Bids are being invited for procurement of foundation seed of following Crop / Verities 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-9560	FS-I / FS- II	5000	30/40 Kg
		JS-2029	FS-I / FS- II	1000	30/40 Kg
		JS-2034	FS-I / FS- II	1000	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 FS / BS.
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.
6. Priority will be given to Foundation Seed-I.

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

Handwritten signature/initials

Annexure A : 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.

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Annexure B : 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 not 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;

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

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(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.

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

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Annexure D : 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 twenty 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 25% 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.

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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.

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