

RAJASTHAN STATE SEEDS CORPORATION LIMITED

Pant Krishi Bhawan, IIIrd Floor, Janpath, Jaipur-302005
Telephone No.: 91-141-2227944, 2227514 Fax No.: 91-141-2227944
CIN - U75132RJ1978SGC001781 e-mail - rajseedsproc@gmail.com

NOTICE INVITING e-TENDER

Rajasthan State Seeds Corporation Ltd. Invites *e-tenders for procurement of various processing and packing materials e.g. Non-Woven bag (1-2, 3-4, 4-5 kg. capacity), 'B' Twill Jute bag (50 Kg capacity), DW Jute bag (40 kg. capacity), HDPE bag (40 & 50 kg. capacity), Carbandazim 50%, Handmade paper labels, Thread spool, Lead seal etc.* vide NIT No. F3/Processing/RSSC/2019-20/_____ dated 1 .05.2019. Detailed tender document and NIT may be seen and downloaded from the websites www.eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in, www.rajseeds.org, www.agriculture.rajasthan.gov.in. The last date for downloading the tender document and uploading of duly filled tender form shall be 10.06.2019 up to 18:00 Hours.

UBN:


Managing Director

RAJASTHAN STATE SEEDS CORPORATION LIMITED

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

CIN - U75132RJ1978SGC001781 WWW.rajseeds.org

Telephone No.: 91-141-2227944, 2227514

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E-mail - rajseedsproc@gmail.com

Dated: 17-05-2019

F3/Processing/RSSC/2019-20/4431

NOTICE INVITING BID

Rajasthan State Seeds Corporation Ltd. Invites e-Bids in prescribed format from reputed manufactures/ suppliers having relevant experience of at least three years for supplying of following items during the years 2019-20 on rate contract basis.

S. No.	Name of Material	Unit	Quantity No./kg	Estimated cost(Rs. Lakh)	Bid security (Rs.)	Bid fee (Rs.)	Processing fee (Rs.)	Minimum average Annual Turn-over of last three Fin. Years (Rs.Lakh)
1.	Non-Woven Bag (1-2 Kg capacity)	No.	1850000	52.35	105000	2360	1180	105.00
2.	Non-Woven Bag (3-4 Kg capacity)	No.	1600000	64.00	128000	2360	1180	128.00
3.	Non-Woven Bag (4-5 Kg capacity)	No.	550000	26.63	54000	2360	1180	53.00
4.	DW Jute Bag (40Kg Capacity)	No.	1000000	509.47	1019000	2360	1180	1019.00
5.	B-Twill Jute Bag (50Kg Capacity)	No.	100000	60.32	121000	2360	1180	121.00
6.	HDPE/PP Bag (40Kg capacity)	No.	1000000	218.72	438000	2360	1180	437.00
7.	HDPE/PP Bag (50Kg capacity)	No.	300000	85.40	171000	2360	1180	171.00
8.	Carbondazime 50%	Kg.	165000	601.48	1203000	2360	1180	1203.00
9.	Hand-made Paper Labels	No.	6000000	14.02	28000	2360	1180	28.00
10.	Lead Seal	Kg.	15000	48.58	98000	2360	1180	97.00
11.	Thread Spool	No.	7000	4.91	10000	2360	1180	10.00

- 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 The last date for downloading the Bid document and uploading of duly filled Bid form shall be 10.06.2019 up to 18:00 Hr. The Bid fees and Bid security shall only be accepted by way of demand draft in favour of **Rajasthan State Seeds Corporation Limited** payable at **Jaipur** and Processing fees shall only be accepted by way of demand draft in favour of **Managing Director, RISL** payable at **Jaipur**. Demand drafts of Bid fees, Processing fees and Bid security shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to 12:00 Hr. on 11.06.2019. The technical bid shall be opened at 14:00 Hr. on 11.06.2019 in the presence of desirous Bidder(s). The financial bids of the technically qualified firms shall be opened subsequently for which date and time shall be intimated separately.
- Items mentioned at Sr. No.1, 2, 3, 6 & 7 are reserved for micro and small enterprises situated in Rajasthan as per the schedule provided in RTTP Act. If any bidder is MSME situated in Rajasthan, submit copy of MSME certificate also.
- Bids, both Technical bid and financial bid should be submitted strictly as per instructions to Bidders given in part A of the Bid document.
- Bid not accompanied with requisite Bid Fees, Processing Fees & BID SECURITY and not submitted as per the instructions contained in the Bid document are liable for rejection.
- Representative samples must be submitted along with the Bid document.
- Separate Bid form is required to be submitted for each item along with separate bid security, bid fees and processing fees etc.
- Above quantities are indicative & order may be placed for whole or part of the quantity as per requirement.
- RSSC reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.


Managing Director

Rajasthan State Seeds Corporation Ltd.



E-Bid Document

***For the Supply of Packing / Processing Material &
Other Consumables on Annual Rate Contract basis***

Last Date for receipt of Bid: 10.06.2019 by 18:00 hrs.

Date of opening of Bid: 11.06.2019 at 14.00 hrs.

**Pant Krishi Bhawan, IIIrd Floor, Janpath, Jaipur-302005
Telephone No.: 91-141-2227944, 2227514 Fax No.: 91-141-2227944**

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PART-A

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- 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 The last date for downloading the Bid document and uploading of duly filled Bid form shall be 10.06.2019 up to 18:00 Hr. The Bid fees and Bid security shall only be accepted by way of demand draft in favour of **Rajasthan State Seeds Corporation Limited** payable at **Jaipur** and Processing fees shall only be accepted by way of demand draft in favour of **Managing Director, RISL** payable at **Jaipur**. Demand drafts of Bid fees, Processing fees and Bid security shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to 12:00 Hr. on 11.06.2019. The technical bid shall be opened at 14:00 Hr. on 11.06.2019 in the presence of desirous Bidder(s). The financial bids of the technically qualified firms shall be opened subsequently for which date and time shall be intimated separately.
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- Bids, both Technical bid and financial bid should be submitted strictly as per instructions to Bidders given in part A of the Bid document.
- Bid not accompanied with requisite Bid Fees, Processing Fees & BID SECURITY and not submitted as per the instructions contained in the Bid document are liable for rejection.
- Representative samples must be submitted along with the Bid document.
- Separate Bid form is required to be submitted for each item along with separate bid security, bid fees and processing fees etc.
- Above quantities are indicative & order may be placed for whole or part of the quantity as per requirement.
- RSSC reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.


Managing Director

Section-1

INSTRUCTIONS TO BIDERS

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 documents.
2. Bid must be submitted in the Bid form provided in section-iii of 'part A' of the Bid document. The Bidder may attach additional sheets to the Bid form wherever detailed description is necessary.
3. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any, should bear the signatures of the person signing the bid along with stamp of the Bidder. Any modification not so signed shall be ignored and the whole Bid may be treated as void on this ground.
4. In case the specifications of any offered material deviates from the specifications laid down in the Bid form, the Bidders should describe as to in what respect and to what extent the material offered by them deviates from the specifications, even though the deviations may be minor.
5. The Bidders should enclose with their offers descriptive catalogues, leaflets etc. supplementing the description and point out any special features/advantages of their material quoted.
6. Separate Bid Form for each Item should be submitted or else it will be rejected.
7. Bidders should also enclose with their offers the test reports from any recognized agency with respect to their material. In case the material does not have any test reports the Bidders may furnish the list of actual users of the material for reference along with their contact person & telephone nos.
8. **QUOTATION OF PRICES**
Bidder shall give a final and net per unit price free from all escalations. Request for change in price will under no circumstances be considered after opening of the Bid. **Price quoted shall be F.O.R. destination exclusive of GST.** For the purpose of comparison and evaluation of bids the Bidders are required to quote their rate strictly in the manner as indicated in the Financial bid.
9. **Printed Terms & Conditions of Bidding Firm.**
Printed terms & conditions of the bids shall not be considered and the same shall not be binding to become part of the contract unless any of such terms is specifically laid down by the Bidder and accepted by the Corporation in writing. Except to the extent stated above, it will be deemed that the printed terms & conditions of the Bidding firms have been rejected by RSSC.
10. **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 will be considered only when bidder submitted the proof of relaxation physically at the time of BID SECURITY submission.
11. **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.
12. **Opening of Bid:**
The Bidders or their authorized representatives may attend at the time of opening of the Bid.

13. The Indian agents bidding on behalf of any Foreign Company should be registered with DGS&D and the proof of registration should be furnished with offer. The offer will not be accepted, if proof is not furnished.
14. One agent cannot represent two different foreign suppliers or quote on their behalf in a particular Bid.
15. Order quantity: Since this Bid is on rate contract basis valid for the year 2019-20, the orders shall be placed as & when and as per the requirement. The quantities shown in NIT are indicative & the actual order quantity may vary at the sole discretion of RSSC. For rate contract for 2019-20 lowest rates of bidder will be accepted but order quantity may be split amongst two or more eligible Bidders, if they agree or given consent to supply on lowest rate which is approved or matching rates may be approved of 2nd and 3rd successful Bidders.
16. If there is a dispute between parties or the bidder is aggrieved by the action of RSSC, he may file an appeal in the prescribed Performa and manner given in RTPP act of Govt. of Rajasthan. The first appellate authority will be A.C.S. / Principal Secretary Agriculture, Administrative Department (Department of Agriculture) and the second appellate authority shall be Finance Department, Govt. of Rajasthan.
17. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
18. 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.
19. The rates received in the bid shall be valid for acceptance for a period of 90 days or as per the provisions of RTPP act 2012 and rules 2013.

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SECTION-II
GENERAL TERMS & CONDITION OF THE CONTRACT

1. Transfer and subletting

The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly, in full or any part thereof without the previous written permission of the Corporation.

2. Indemnity

The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said material for infringement of any right protected by talent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or trade mark being made against the Corporation, he shall notify the supplier of the same and the supplier shall be at liberty, but at his own expense, to conduct negotiations or prosecute any litigation that may arise there from. In the event of the Corporation becoming or liable to pay any amount on any aforesaid account, the supplier shall make good the amount so payable and the expense incurred in that behalf.

3. Validity:

The contract for supply shall be valid for the financial years 2019-20 from date of agreement and it may be extended as per the provisions of RTTP Act and Rules.

4. Performance security

Performance security amounting to 5% of the order value shall be deposited before issuing the order however BID SECURITY shall be adjusted in Performance security. Such Performance security shall be refunded after successful completion of contract period. No interest shall be payable on any such deposit.

5. 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 Section- IV of Part 'A' of the Bid document and all relevant terms, conditions and specifications as mentioned in the Bid document shall also form part of this agreement. Any variation in the terms & conditions as may be suggested by the Bidder and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder.

6. 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 as stated in Clause-4 Section-II Part 'A' the Bid security deposit shall be adjusted in Performance security.

7. Forfeiture of Bid security:

In the event of a Bidder, whose Bid is received within time, withdraws his Bid before the receipt of the official decision or a Bidder whose Bid has been accepted fails to execute the contract the Bid security deposited by such Bidder shall be forfeited.

8. Repeat Order:

The validity of the Contract period shall be extended to a period of three months as per RTTP act and rules. It shall be open to the corporation to place repeat order with the supplier on the same rates and terms and conditions for quantities as per provision of RTTP act and rules.

9. PACKING

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

10. DELIVERY

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

11. 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.

12. The supplier should quote the price exclusive of GST. Basic price and GST should be quoted separately in BOQ sheet in financial bid.

13. LIQUIDATED DAMAGES:

Time of delivery as stipulated in the purchase order is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation; the supplier hereby agrees that the Corporation shall suffer damages at the rate of 2.50% for each week or part thereof by which delivery is delayed subject to maximum of 10% and it shall be deemed to the actual damage suffered by the Corporation. The supplier undertakes that if it fails to have the material delivered at site by the time specified in the purchase order, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation may withhold any payment due to the supplier until the whole of the material have been fully delivered and shall deduct or recover from the supplier the liquidated damages as stipulated above.

Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder. If the supplier request for extension of time in completion of any contractual supply on account of occurrence of any unforeseen hindrance or Natural calamity, he shall apply in writing to the authority who has placed the supply order for the same immediately on occurrence or the instance but not after the stipulated date of completion of supply.

In case of any circumstances beyond control the change in delivery schedule in respect of Destination, Quantity and delivery time the decision of Managing Director shall be final and binding.

14. DEFAULT AND RISK PURCHASE

- (i) Should the supplier fail to have the store ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it have receiving order made against it or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the corporation shall have power under the hand of the Chief Executive, to declare the contract at end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expense, losses or damages which the Corporation may be put to incur or sustain by reason of, or in connection with supplier's default.
- (ii) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract 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.

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15. Inspection and testing:

All the material supplied shall be inspected & tested as per applicable procedure laid down as follows. For this purpose sampling shall be done by the consignee unit of RSSC & authorised representative of the supplier, if present, within 07 days of receipt of material. In case supplier representative is not present the sample taken by RSSC shall be binding on supplier. RSSC reserves the right to inspect the Factory site & material under production before delivery of the material.

- (I) In case of Jute bags, HDPE/PP bags, Non-woven bags and thread spool the samples drawn shall be sent to H.O., RSSC so that same could be sent to the approved testing laboratory. In case of all types of bags for the purpose of sampling 25000 no. shall be considered as one lot and one representative sample shall be drawn by the designated committee for each 25000 bags lot or part thereof. Each sample should have the signature & seal of the consignee unit R.M with committee. in the committee RM will be the head and concern unit PM, SO Accounts person, store keeper and supplierrepresentative will member. ForHDPE/PP bags &non-woven bags 03 samples from each lot supplied shall be drawn wherein one sample has to be sent to H.O. RSSC, One sample to be retained at consignee unit & one sample to be given to the supplier, if present. In the committee any three person must be present at the time of sampling with RM& account person will be compulsory.
- (II) In case of Fumigation cover & Tarpaulin the samples shall be drawn & sent as per the directions of H.O. RSSC.
- (III) In case of Labels, Lead seals & Steel crates, where specifications are of simple nature, the necessary inspection & testing shall be done by the Committee of R.M., P.M., S.O., Accounts person andstore keeper at the consignee unit (Accounts person must be there in the committee). Regional manager will be the chairman of the committee. the test report has to be sent along with stock entry & IUT.
- (IV) In case of Chemicals except Aluminum phosphide the samples for each batch shall be drawn by the authorised Inspector of the Agriculture Department of Rajasthan & their report shall be binding. In case of aluminum phosphide batch wise sample shall be drawn by the committee at consignee unit and sent to SPTL as request sample and its report shall be binding.
- (V) RSSCL may constitute a central vigilance team to draw samples of any commodity at any time for his satisfaction other than already constituted committee and results of samples taken by central vigilance team of any commodity will be binding to supplier for acceptance.
- (VI) 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.
- (VII) Inspecting and testing of material may be done by third party also if Corporation feels necessary which had technical resources (technical as well as equipped laboratory).

16. Penalty:

Penalty for supply of the material having deviation from the specification shall be imposed and recovered from the payment/dues of the supplier as per the following procedure:

i). DW Jute Bags 40 Kg.

A. Penalty for breaking strength: - The penalty on this account shall be imposed as per the table given below. Separate penalties would be imposed for breaking strengths in warp and weft way, as per the penalty levels given in the table below.

Warp Strength (KGf)	Penalty (%)	Weft Strength (KGf)	Penalty (%)
185	0	100	0
175	1.0	90	1.0
165	2.0	80	2.0

B. Seam Strength: - The penalty on this account shall be imposed as per the table given below. Separate penalties shall be imposed for warp, weft of seam strengths, as per the penalty levels given in the table below:-

Warp way Strength (KGf)	Penalty (%)	Weft way Strength (KGf)	Penalty (%)
44	0	44	0
40	1.0	40	1.0
36	2.0	36	2.0

C. Penalty for shortages in ends & picks per decimeter: - Penalty on this account shall be computed based on the following formula:-

$$P = \frac{E + F}{\text{Sum of prescribed ends and picks per decimeter}} \times 100$$

Where

- P = Penalty in %
 E = Variation in ends/dm
 F = Variation in picks/dm

D. Fabric Weight: - Penalty on this account shall be imposed as per the table given below:-

Variation from prescribed standards	% penalty
Up to 8.0 gm	0 %
Above 8.0 gm to 16 gm	1 %
Above 16.0 gm to 20 gm	2%

ii). 'B'- Twill Jute Bags (50 Kg.)

A. Penalty for breaking strength/breaking load of cloth: - The penalty on this account shall be imposed as per the table given below. Separate penalties shall be imposed for warp, weft of seam strengths, as per the penalty levels given in the table below:-

Warp Strength (KGf)	Penalty (%)	Weft Strength (KGf)	Penalty (%)
125	0	125	0
115	1.0	115	1.0
105	2.0	105	2.0
100	3.0	100	3.0

B. Seam breaking load (kgf):- The penalty on this account shall be calculated as per the table given below:-

Seam breaking load (kgf)	Penalty (%)
44	0
40	1.0
36	2.0

C. Penalty for shortage in ends & picks per decimeter: - Penalty on this account shall be computed based on the following formula:-

$$P = \frac{E + F}{\text{Sum of prescribed ends and picks per decimeter}} \times 100$$

- Where
 P = Penalty in %
 E = Variation in warp (ends) per dm
 F = Variation in weft (picks)/dm

D. Fabric Weight: - Penalty on this account shall be imposed as given below:-

Let

% variation from prescribed standards	Penalty (%)
Up to 6 %	0 %
Above 6% & Up to 8 %	1 %
Beyond 8 % to 10 %	2 %

iii). Labels , Lead seals, Steel crates, Fumigation cover, Tarpaulins, HDPE/PP Bags, Non-woven bags & Thread spools etc.:

In case of Labels, Lead seals, Steel crates, Fumigation cover, HDPE/PP Bags, Non-woven bags & Tarpaulins, for unacceptable quantity shall be returned at the cost of consequences of supplier or if accepted the penalty for deviation from specifications shall be deducted proportionately as decided by the purchase committee of RSSC.

iv). Chemicals:

In case of chemicals if any batch found misbrand in testing, no payment shall be given against the supplied quantity of such batch. All legal and financial liabilities for such misbrand / sub-standard batch shall be borne by the supplier. All rules and regulation of agriculture deptt. (Insecticide Act 1968 and Rules) will be applicable on supplied material of chemicals.

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

Vi) If supplied material found beyond maximum limits prescribed under penalty clause shall be rejected and such rejected material shall be replaced by fresh material by supplier on his cost within a given reasonable time by RSSC. In case such substandard material is consumed before receipt of test report then a reduced rate by 10% shall be applicable on such consumed material and the payment shall be done accordingly. If supplier fails to replace the material in given time then rejected material will not be returned and shall be confiscated by RSSC.

Vii) \pm 2 % supply of purchase order may be accepted. If more than 2 % short supply made by any supplier in that case 5% penalty will be imposed on short supplied quantity and will be deducted from the final payment.

Viii) In case of some minor variation in specification of supplied material where tolerance is not given pro rata penalty as decided by RSSC Ltd. shall be imposed.

17. TERMS OF PAYMENT

1. All invoices should be prepared in duplicate and to be submitted to the concerned consignee unit of RSSC.
2. One copy of duly stock entered Invoice should be submitted along with necessary IUT certificate & test / inspection report (if applicable) to the Head Office, RSSC.
3. All the payments shall be done from Head office.
4. No payment shall be made at the time of delivery.
5. The full payment shall be released with or without penalty after getting the test report. In case the test report is not received within 30 days of receipt of material 50 % payment shall be released and the remaining 50 % payment shall be released after getting the test report except for chemicals.
6. If any deviation is found from the specifications the penalty shall be deducted from the due payment as per the procedure laid down at clause no.16.
7. The penalty for delay in supply shall be deducted as per clause no. 13.
8. Remittance charges on payment to firms will be borne by the supplier.

18. SETTLEMENT OF DISPUTES

All disputes or difference in relation to the contract or the interpretation of any of its terms of implementation thereof or arising out of the or concerned directly or indirectly with the contract, the bidder may file an appeal in the prescribed Performa and manner given in RTPP act of Govt. of Rajasthan. The first appellate authority will be A.C.S. /Principal Secretary, Agriculture Administrative Department (Department of Agriculture) and second appellate authority will be Finance Department, Govt. of Rajasthan. If for any reason the matter has to be referred to a Court of Law, the Court of Law at Jaipur having its jurisdiction at Jaipur only shall have jurisdiction in this matter.

19. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the supplier, his agents or representatives or anyone on their behalf to any employee, representative or agent of the Corporation/ of any person on his behalf in relation to the execution of this or any other contract with the Corporation shall, in addition to the criminal liability under the laws in force, subject the supplier cancellation of this and other contracts with the Corporation, and also to payment to any loss resulting from any such cancellation to the extents as is provided in case of cancellation under Clause No.13 'DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amounts so payable from any money otherwise due to the supplier under this or any other contract.

20. Registration for chemicals:

In case of treatment chemicals i.e. Carbendazim 50%WP bids from the firms enlisted under 'A' & 'B' category by the Department of Agriculture, Govt. of Rajasthan shall only be accepted. At the same time the firm should have valid sale license/ sale permission/manufacturing license issued by the Department of Agriculture, Govt. of Rajasthan. No additional time shall be given to complete any of these formalities. Copy of the registration certificate from CIB for the manufacture of technical material along with valid manufacturing license should be given along with the Bid document. If the bidder is not a technical manufacturer then submit consent of technical manufacturer along with relevant documents that prove the source of material. If the bid is submitted by any authorised dealer then all relevant documents and licenses of principal manufacturer along with authorization shall be submitted.

21. Guarantee:

The supplier shall have to provide a guarantee for any manufacturing and printing defect or poor workmanship. Such defect if any shall be required to be replaced / repaired at the cost of supplier and shall be deducted from S.D. of the supplier.

22. Specification:

Separately enclosed with the Bid documents in PART- B

23. The purchase committee or its duly authorized representative shall at all reasonable time have access to the supplier premises and shall have the power in all reasonable time to inspect and examine the material and workmanship of the goods.
24. The contract of supply can be repudiated at any time, if the supplies are not made to the satisfaction of the corporation.
25. ***The Bidder should sign the Bid from at each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement.***
26. The rejected goods must be removed by the Bidder from the place where they may be, within 15 days of the date of information or rejection, the official concerned will take reasonable care of such a material, but in no case shall be responsible for any loss, shortage, damages, that may occur to it, while it is in their premises. In case the supplier does not lift defective material within schedule time, the same shall be booked to the supplier destination on "To-Pay" basis and the whole responsibility will lie upon them.
27. The Bidder should submit duly signed representative samples of the goods offered, which may be tested in the laboratory before finalisation of technical bid / placing the order.
28. If the rate contract holder quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduce with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under this rate contract and the rate contract shall be amended accordingly.
29. ***Rules of RTPP act 2012 & 2013 Rules shall be applicable as the case may be.***

(Signature & Stamp of Bidder)

SECTION-III

BID FORM

To,

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

Sub: Bid for supply of _____

Sir,

- (i) I/We _____ have read the Bid document as issued by Rajasthan State Seeds Corporation Ltd, (Hereinafter called Corporation) and hereby agree to abide by the said instruction, terms and conditions.
- (ii) I/We also agree to keep the offer contained in the Bid open for acceptance for a period of 90 days from the date fixed for opening the financial bid.
- (iii) I/We also agree to extend the validity of this Bid for a further period of one year from the date of placing the initial order to repeat the order for any additional quantities likely to be required during this period.
- (iv) I/We offer to supply the material at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery within a period mention in supply orders.
- (v) The Bid security of has been deposited vide Bank Draft No. _____ for Rs. _____ (Rupees _____)
- (vi) The full value of the Bid security shall stand forfeited without prejudice to any other rights or remedies if:

I/We withdraw the offer before a final decision of the Bid is taken, provided that such a withdrawal is made within 90 days from the date of opening of financial bid.
I/We do not execute the contract document/agreement within the stipulated period after acceptance of my/our Bid will be known to me/us.
- (vii) Until a formal agreement is prepared and executed, acceptance on this Bid shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
- (viii) It is agreed that Civil Courts at Jaipur, Rajasthan alone will have jurisdiction to deal with any legal proceeding that may arise in connection with this Bid or subsequently.
- (ix) We have submitted/uploaded this Bid as per the requirements of web procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in
- (x) I/We have read and understand that my/our financial bid shall be opened only if our bid is found qualified based on technical bid.
- (xi) I/We have read and understood the specification for the items and terms and condition contained in the Bid document and agrees to which by the same and against which the bids are submitted.

(xii)

Contact details :

(1) Name of the Firm:

(2) Name of contract person:

(3) Complete address for correspondence:

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

(4) Telephone Numbers :

(5) Mobile Numbers :

(6) Fax Numbers :

(7) Email ID :

(Signature & Stamp of Bidder)

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SECTION -III

'Annexure-A'

TECHNICAL BID

To,

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

Sir,

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

1.1 Constitution or legal status of Bidder (Attach Copy)

- Place of registration: _____
- Principal place of business: _____
- Power of attorney of signatory of Bid (Attach)

1.2 Past performance as prime supplier of items of a similar nature over the last three years.

Year	Name & Address of purchaser	Description of Material	Purchase Order No. & Date	Quantity	Stipulated period of Completion	Actual date of Completion
1	2	3	4	5	6	7

Note: Explain reasons for delay and attach copies of Purchase Orders along with certificate from the purchaser stating that the supply was as per specification and supply was completed in stipulated period.

1.3 Financial reports for the last three years, attach copies of balance sheet, profit and loss statement, auditors' reports (in case of companies/Corporation) etc.

1.4 Name, address and telephone, telex, fax numbers and email id of the Bidders' banker who may provide references if contacted by the RSSC.

1.5 Information on litigation history in which the Bidder is involved.

Other party	Item	Cause of dispute	Amount	Remarks showing present status
1	2	3	4	5

2.0 An affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred / black listed by any Govt. Deptt./Public Enterprises/Govt. Undertaking.

3.0 In case of chemicals following documents must be submitted.

(a) Sale License, Sale Permission, Manufacturing License by competent authority.

*(b) Any other requirement by the Department of Agriculture, Govt of Rajasthan for the purpose of receiving seed treatment subsidy as applicable on the date of opening of Bid.

4.0 Infrastructure availability for production/manufacturing/fabrication of Bided item:

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4.1 Name of manufacturing unit for basic material: (Owned / Hired)

(If hired enclose copy of agreement)

4.2 Name of fabrication/stitching unit: (Owned / Hired)

(If hired enclose copy of agreement)

4.3 Name of printing/painting unit: (Owned / Hired)

(If hired enclose copy of agreement)

4.4 Production Capacity: _____ No./Kg per day.

4.5 Minimum Quantity which may be supplied in one month: _____ No. /Kg.

5.0 **Please provide all the information as desired in this technical bid or else the Bid may be rejected.**

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(Signature & Stamp of Bidder)

SECTION-IV
AGREEMENT FORM

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

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

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

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

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

Settlement of Disputes

All disputes or difference in relation to the contract or the interpretation of any of its terms of implementation thereof or arising out of the or concerned directly or indirectly with the contract, the bidder may file an appeal in the prescribed Performa and manner given in RTPP act of Govt. of Rajasthan. The first appellate authority will be A.C.S. /Principal Secretary Agriculture Administrative Department (Department of Agriculture) and second appellate authority will be Finance Department, Govt. of Rajasthan. If for any reason the matter has to be referred to a Court of Law, the Court of Law at Jaipur having its jurisdiction at Jaipur only shall have jurisdiction in this matter.

No amendments or modification in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of
the supplier

For and on behalf of
Rajasthan State Seeds Corporation Ltd.

Witness

Witness

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

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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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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 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:



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 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.

WV

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of
Before the (First / Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent(s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:

.....
.....
..... Supported by an Affidavit)

7. Prayer:
.....
.....
.....

Place.....
Date.....
Appellant's Signature

Handwritten mark

Additional Conditions of Contract

1. Correction of arithmetical errors :

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

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

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

2. Procuring Entity's Right to Vary Quantities:

(i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase 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 or 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:

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