

Request for Proposal (RFP) Document for Rate Contract for Supply of PP Chemicals in departmental schemes.

Reference No. F4()/PP/Tech.III/LC/Rate Contract/2021-22/ 3210

dated: 06-05-2021

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Bidding Authority	Commissioner Agriculture, Govt. of Rajasthan
Upload of Tender	• 08.05.2021 at 06.00 PM
Last Date & Time of Submission of written suggestion by bidder, if any by Email	• 13.05.2021 Upto 01.00 PM
Upload of Pro-Bid queries/ suggestion	• 17.05.2021 Upto 06.00 PM
Bid Submission start Date & Time	• 17.05.2021 at 06.00 PM
Last Date & Time of Submission of Bid	• 01.06.2021 at 06.00 PM
Date & Time of Opening of Technical Bid	• 02.06.2021 at 03.00 PM

Bidding Document Fee: INR Two Thousand Only (INR 2000 only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Commissionerate of Agriculture

Pant Krishi Bhawan, Jaipur

Web: <http://krishi.rajasthan.gov.in>, Email: jdagr.pp.agri@rajasthan.gov.in

Ph. No. :- 0141-2227007,

2021

**Department of Agriculture
Government of Rajasthan (GoR)**

**RFP Document for Rate Contract for
Supply of PP Chemicals in departmental
schemes.**

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a bidding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the bidding entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
Bidder	Any manufacturer of required input participating in the procurement/ bidding process with the procurement/bidding entity
Bidding Document	Documents issued by the bidding entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Commissioner, Agriculture, Govt. Of Rajasthan is competent authority in this bidding document.
Day	A calendar day as per GoR/ Gol.
DoA	Department of Agriculture, Government of Rajasthan.
DoIT&C	Department of Information Technology & Communication
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). E-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
FOR/ FOB	Free on Board or Freight on Board
Gol/ GoR	Govt. Of India/ Govt. Of Rajasthan
Goods	Agriculture Inputs viz. pp chemicals
IFB	Invitation for Bids (A document published by the bidding entity inviting Bids relating to the subject matter of rate contract and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ITB	Instruction to Bidders
Lol	Letter of Intent
LCBS	Least Cost Based Selection item wise
Local Enterprise	An Industrial undertaking or a business concern or any other establishment by whatever name called, engaged in the manufacture or production of goods, in any manner, pertaining to any industry specified in the first schedule to the industries (Development and Regulation) Act, 1951, situated and have received their acknowledgement of entrepreneurs memorandum -II/Udyog Aadhaar Memorandum and registered in the State of Rajasthan.
NCB	A bidding process in which qualified bidders only from within India are allowed to participate

NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement Committee
Performance Security Deposit (PSD)	Performance Security Deposit is the security which is submitted by the successful bidder at the time of rate contract.
PQ	Pre-Qualification
Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
Purchaser/ Procuring Entity	Rajfed/KVSS/GSS/LAMPS etc. is a recipient of a good provided by a seller (bidder) under a purchase order or contract of sale.
Rate Contract	A rate contract entered into between the bidding entity and a successful bidder/bidders concerning the subject matter of procurement
Rate Contract Process	The process of procurement extending from the issue of invitation to Bid till the award of the rate contract or cancellation of the procurement process, as the case may be
RFP/ Bidding Document	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for manufacturers, through a bidding process, to submit a proposal on a specific commodity or service.
Rajfed	Rajasthan Agriculture Co-operative Marketing Federation
RAMC	Rate Contract Monitoring Committee
KVSS	Kraya Vikraya Sahakari Samiti
GSS	Gram Seva Sahkari Samiti
LAMPS	Large Agriculture Multipurpose Societies
RISL	RajCOMP Info Services Limited
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
SD	Security Deposit
Validity of Rate Contract	Rate Contract shall remain valid for a period of 12 Months from contract signed
GST	Goods and Services Tax
WO/ PO	Work Order/ Purchase Order

NOTICE INVITING BID (NIB)

Name & Address of the Bidding Entity	<ul style="list-style-type: none"> Name: Commissioner Agriculture, Govt. of Rajasthan Address: Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan) 		
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Joint Director of Agriculture (Plant Protection) Address: 133, Pant Krishi Bhawan, Jaipur-302005 (Rajasthan) Email: Jdagr.pp.agri@rajasthan.gov.in Ph. No. :- 0141-2227007 		
Subject Matter of Rate Contract	Rate contract for Supply of PP chemicals in departmental schemes/Locust Control.		
Bid Procedure	Single-stage: two part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in		
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) item wise		
Bid Validity Period	90 days from the technical bid open		
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://krishi.rajasthan.gov.in Bidding document fee: Rs. 2,000 (Rupees Two Thousand Only) in Demand Draft in favour of "Commissioner, Agriculture" payable at "Jaipur". RISL Processing Fee: Rs. 1,000 (Rupees One Thousand Only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". If tender fees & process fees deposits through egrass portal online, process should be adopt as per annexure-16. 		
Bid Security and Mode of Payment	Estimated Amount (Rs In Lacs)	Bid Security	Remarks
	1000.00	Bid security declaration as per annexure 3	Bid security declaration should be submit in prescribed Performa on Rs. 50/- non judicial stamp issued by Rajasthan Government
Last date & time of submission of pre-bid queries/ suggestion by Email	<ul style="list-style-type: none"> Date/Time 13.05.2021 upto 01.00 PM 		
Upload of Pre-Bid queries/ suggestion	<ul style="list-style-type: none"> Date/Time 17.05.2021 upto 06.00 PM 		

Period of Sale of Bidding Document (Start/End Date)	From 08.05.2021 at 06.00 PM to 01.06.2021 at 06.00 PM
Manner & Deadline for the submission of Queries	<ul style="list-style-type: none"> • Manner: : Online at e-Procurement website (http://eproc.rajasthan.gov.in) • Response to queries/clarifications by procuring entity 17.05.2021 upto 06.00 PM • Email - jdagr.pp.agri@rajasthan.gov.in
Bid Submission start Date & Time	<ul style="list-style-type: none"> • Date 17.05.2021 • Time: 06.00 PM
physically submit of Tender Fee, Bid Declaration, and Processing Fee*	Upto 01.00 PM. On 02.06.2021 at Room No. 133, First Floor, Pant Krishi Bhawan, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date 02.06.2021 • Time: 3.00 PM • Place: Conference Hall, First Floor, Krishi Bhawan, Janpath, Jaipur (Rajasthan)
Date/Time Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the technical bid open
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Declaration should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security declaration, RISL Processing Fee and Annexure - 11 Upto 1.00 PM on 02.06.2021 at Room No. 133, First Floor, Pant Krishi Bhawan, Jaipur, its Bid shall not be opened. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of " Commissioner, Agriculture ", GoR, Jaipur and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type II with organization or III with organization) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) DoIT&C and DoA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 	

- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 1800 3070 2232 (Help desk)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The bidding entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Bidding entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Commissioner Agriculture

1. PROJECT PROFILE & BACKGROUND INFORMATION

Department of Agriculture, Government of Rajasthan (GoR) provides various agriculture inputs on subsidy under various departmental schemes. Thus CoA intends to enter into a Rate Contract for procurement of agri-input through co-operative sector.

2. Need & Benefits of the Project

In order to timely supply of quality agriculture inputs at uniform rates to the farmers through co-operative sector under various departmental schemes on subsidy for effective transfer of technology among farmers. DoA only approves the rate of various agri-inputs. Purchase/procurement would be made by cooperative sectors viz. RAJFED/KVSS/GSS/LAMPS etc.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the rate contract process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 1956 OR Co-operative societies registered under Co-operative Societies Act. OR A partnership firm registered under Indian Partnership Act, 1932. OR Proprietary Firm	Copy of Certificates of incorporation / Certificate of Registration of Societies/ partnership deed/ affidavit of proprietorship
2.	Financial: Turnover	Minimum Annual Turnover in pp chemicals Rs. 2.00 Crores during financial years from 2016-17 to 2019-20 (any one year out of four years)	Certificate signed by CA with Registration Number/ Seal and UDIN 18 digit Annexure-1
3.	Financial: Net Worth	The net worth of the bidder for the financial year 2019-20 (on 31.03.2020) should be Positive.	Certificate signed by CA with Registration Number/ Seal and UDIN 18 digit
4.	GST registration & PAN No.	i. The bidder should have a GST registration where his business is located ii. Pan number.	1. Copy of GST registration. 2. Copy of PAN Card
5.	Mandatory Undertaking	Bidder should submit an undertaking given in Annexure-2.	Annexure-2
6.	Valid Licence	Bidder must have manufacturing licence/Sale Licence/ SOA for concerned product	Copy of manufacturing licence/Sale Licence/ SOA

S. No.	Basic Requirement	Specific Requirements	Documents Required
7.	MSME certificate	Bidder whose industry is located in Rajasthan state and wants to take rebate in PSD for MSME category.	Copy of relevant certificate.
8.	A & B category certificate	Bidder must have included in Category A / B of latest categorisation list of PP chemical manufactures issued by Commissionerate of agriculture Rajasthan Jaipur.	Copy of A & B category certificate

1. SCOPE OF WORK, DELIVERABLES & TIMELINES

1.1 Detailed Scope of Work

Department of Agriculture, Government of Rajasthan (GoR) provides various agriculture inputs on subsidy under various departmental schemes. In order to timely supply of quality agriculture inputs under various departmental schemes on subsidy, DoA intends to enter into a Rate Contract for procurement of agri-input through co-operative sector so that quality inputs could be made available to the farmers at the uniform rates.

1.2 Project Deliverables, Milestones & Time Schedule:

The successful bidder(s) should have to supply required agri-inputs as per demand of concerned agency of co-operative sector with in stipulated time mention in work order in required packing size as per rates approved by DoA on FOR basis.

2. INSTRUCTION TO BIDDERS (ITB)

1) Bid Security(EMD):

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from as (i) Departmental /Boards of the state govt. or central govt. (ii) Government companies as defined in clause (45) of section 2 of the companies act 2013. (iii) Company owned or centralised, directly or in directly by the central govt. or by any state govt or party by the central govt. and party by one and more state govt. with is subject to audit by the auditor appointed by the comptroller and auditor general of India under sub section 15 or (7) of section 139 of the companies act 2013 or (IV) autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the state govt. or central govt. (V) other private company/partnership firm/ proprietorship firm
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.

- d) Bid security of a bidder lying with the bidding entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e) The bid security may be given in the form a banker's cheque or demand draft or bank guarantee, in a specified format, of a scheduled bank or deposit through eGRAS. the bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the bidding entity.
- g) Prior to presenting a submission, a bidder may request the bidding entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The bidding entity shall respond promptly to such a request.
- h) The bank guarantee, if any, presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i) In case of successful bidder, the amount of bid security may be adjusted in arriving the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security
- j) **Refund of bids security** – The bid security of unsuccessful bidder shall be refunded soon after final acceptance of bid. The bid security of successful bidder shall be refunded only after deposition of total PSD and execution of agreement.
- k) **The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -**
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- l) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
- m) No interest shall be payable on the bid security (EMD).
- n) The procuring entity shall promptly return the bid security of the successful bidder after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;

- b. the cancellation of the procurement process; or
- c. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

3) Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the bidding entity in respect of the bidding documents as per Annexure -14 Pre-Bid Queries Format up to date and time informed during the pre bid meeting.
- b) A pre-bid conference is also scheduled by the bidding entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the bidding entity shall respond to such requests for clarifications shall be as under: -
 - i) Last date of submitting clarifications requests by the bidder: as per NIB
 - ii) Response to clarifications by bidding entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the bidding entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

4) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the bidding entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

- c) In case, a clarification or modification is issued to the bidding document, the bidding entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the bidding entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the bidding entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the bidding entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

6) Format and Signing of Bids

- a) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (Scan Copy)
2.	RISL Processing Fee (eProc)	Instrument/ Proof of submission (Scan Copy)
3.	Bid Security Declaration	As per Annexure-3
Eligibility Documents		
4.	Last 4 Years Annual Turn Over Statement	As per Annexure -1
5.	<u>Undertaking of bidder</u>	As per Annexure-2
6.	Bidder's Authorisation Certificate	As per Annexure-4
7.	<u>Declaration of Bidder regarding qualifications</u>	As per Annexure-5
Technical Documents		
1.	Self-Declaration	As per Annexure-6
2.	<u>Certificate Of Conformity/ No Deviation</u>	As per Annexure-7
3.	<u>Declaration By Bidder</u>	As per Annexure-8
4.	<u>Affidavit on Non Judicial stamp paper</u>	As per Annexure-11 (Scan Copy)
5.	<u>Technical specification and standards</u>	As per Annexure-13
6.	<u>Item wise offered Quantity by the Bidder</u>	As per Annexure-15

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-9
2.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal

- e) The bidder should ensure that all the required documents, as mentioned in this bidding document are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.

7) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the bidding entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the bidding entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8) Alternative/ Multiple Bids

- a) Alternative/ Multiple Bids shall not be considered at all.

9) Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the date of opening of Bids is a non-working day, the Bids shall be opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the prescribed fee(s) to DOIT&C).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. Other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

- a) All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the bidder under this RFP.
- b) The eligibility criteria and other conditions as stated in the RFP shall be considered for Technical Evaluation.
- c) The selection method is Least Cost Based Selection (LCBS) item wise.
- d) **Parallel rate contract can be performed upto L-5 (L2 to L5) at L1 rates. L1 firm will be given priority for supply order, but if buyer realizes that L1 firm unable to supply the desired quantity in desired time period the buyer has right to take supply from L2 to L5 approved firm.**

13) Evaluation & Tabulation of Technical Bids

a) Preliminary Examination of Bids

The bid evaluation committee constituted by the bidding entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been submitted as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- e. bid is unconditional and the bidder has agreed to give the required performance security; and
- f. other conditions, as specified in the bidding document are fulfilled.

b) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

- i) "deviation" is a departure from the requirements specified in the bidding document;
- ii) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- iii) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

c) A material deviation, reservation, or omission is one that,

- i) if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;or
- ii) if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e) The bidding entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

- f) **Technical Evaluation Criteria:** Bids shall be evaluated based on the documents as mentioned in the bidding documents and sample physically presented before the committee.
- g) **Tabulation of Technical Bids**
 - a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- h) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the bidding entity to continue with the bidding process, reasons shall be recorded in writing and included in the record of the bidding proceedings.
- i) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

14) Evaluation & Tabulation of Financial Bids:

Subject to the provisions of “Acceptance of Successful Bid and Award of Rate Contract” below, the bidding entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include GST applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3, L4, L5 etc. for each input. L1 being the lowest offer (for each agri-input) in the Financial Bid.
- g) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of agri-input required to be bided.

15) Correction of Arithmetic Errors in Financial Bids:

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

- a) 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 bid evaluation committee 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;
- b) 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
- c) 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 clause (a) and (b) above.

16) Price/ Purchase Preference in evaluation:

Price preference or purchase preference in procurement shall be as per applicable norms of State Govt.

17) Negotiations

- a) Negotiations may, however, be undertaken with the lowest bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The lowest bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- d) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e) In case of non-satisfactory achievement of rates from lowest bidder, the bid evaluation committee may choose to make a written counter offer to the lowest bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

18) Exclusion of Bids/ Disqualification

- a) A bidding entity shall exclude/ disqualify a Bid, if: -

- a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the bidding entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the bidding process;
 - f. a bidder, in the opinion of the bidding entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a bidding entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

19) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20) Acceptance of the successful Bid and award of rate contract.

- a) The bidding entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the rate contract, the bidding entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the Bid.
- e) The bidding entity shall award the rate contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the bidding entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value within a period of seven days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal "Letter of rate contract" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the letter of rate contract or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal "Agreement for rate contract" is executed, the "letter of rate contract" or LOI shall constitute a binding contract.

- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the “Agreement for rate contract” with the successful bidder is signed.

21) Information and publication of award:

Information of award of rate contract shall be communicated to successful bidders and published on the respective website(s) as specified in NIB.

22) Bidding entity’s right to accept or reject any or all Bids:

The bidding entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of rate contract, without thereby incurring any liability to the bidders.

23) Standard Condition of Rate Contract

- a) a) An approximate quantity of required goods during the period are indicated in the Notice Inviting Bids/ RFP document, but no minimum quantity is guaranteed by the rate contractor. The quantity of individual agri-input is not fixed. It will depend on the demand of concerned district as per their target under different schemes.
- b) A rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.

24) Extension of Rate Contract :

- a) The existing rate contracts may be extended on same price, terms and conditions for a period not exceeding 3 months. In such cases it shall be ensured period for the subject matter of procurement or its constituents, to be procured under the rate contract.

25) Right to Vary Quantity Standard

- a) At the time of award of contract, the quantity of input originally specified may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a) 50% of the quantity of the individual items and **50%** of the value of original contract in case of works; and
 - b) **50%** of the value of goods or services of the original contract.

26) Execution of Agreement

- a) The Rate Contract shall come into force from the date on which the letter of Intent/letter of acceptance is despatched to the bidder.
- b) The successful bidder shall sign the rate contract (**Annexure 10**) within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder with DoA on a non-judicial stamp of specified value as required under Registration & Stamp Act at its cost and to be purchase from anywhere in Rajasthan only in **Annexure 10**.
- c) If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract, the bidding entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The bidding entity may, in such case, cancel the rate contract with the bidder and debar the bidder to participate in any future bid.

27) Work Order Issued to Bidders under Rate Contract :

- a) As per the requirement of agri-inputs, from time to time, the concerning RAJFED/KVSS/GSS/LAMPS shall issue work order in written to the successful bidder(s) for supply of various inputs as mentioned in the Rate Contract, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from cooperative societies.
- b) The work order shall specify the quantity of various items to be supplied along with location details and delivery schedule for supply of inputs.

28) Performance Security Deposit (PSD)

- a) Performance security shall be solicited from all successful bidders except the **(i)** Departments/ boards of the state government or central government **(ii)** Government companies as defined in clause (45) of section 2 of the companies act. 2013 **(iii)** Company owned or centralized directly or indirectly by the central government or by any state government or government or party by the central government and partly by one or more state government, which is subject to audit by the auditor appointed by the comptroller and auditor general of India under sub section (5) or (7) of section 139 of the company act 2013 or **(iv)** Autonomous bodies, registered societies, cooperative societies which are owned or controlled or managed by the state government or central government.
- b) The amount of performance security shall be 2.5 percent of the amount of **offered value**. In case of **micro, small, medium enterprises** of Rajasthan it shall be 0.50 percent of the amount of offered value and in case of sick industries, other than small scale industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be one percent of the amount of **offered value**.
- c) Performance security shall be furnished in any one of the following forms:

- i) Deposit through eGRAS. (if deposit through egrass portal, process should be adopted as per annexure-17)
- ii) Bank Draft or Banker's cheque of a scheduled bank
- iii) National Saving Certificates and any other script/instrument under National Saving Schemes for promotion of small saving issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master.
- iv) Bank guarantee/s of the scheduled bank. It shall be got verified from the issuing bank.
- v) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - d) Performance security furnished in the form specified in sub item (ii) to (v) of sub-clause (c) shall remain valid for sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- d) **Refund of Performance Security Deposit** - The performance security shall be refunded after **sixty days of completion of all contractual obligation of the bidder**. It will however be refunded on the expiry of guarantee/warranty period where there is condition of guarantee/warranty.
- e) **Forfeiture of Performance Security Deposit (PSD):** PSD amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - f) Notice will be given to the bidder with reasonable time before SD deposited is forfeited.
 - g) No interest shall be payable on the SD.

29) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a bidding entity shall not disclose any information if such disclosure, in its opinion, is likely to:
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;

- c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the bidding entity in situations that may include when the bidding relates to a project in which the bidding entity is to make a competitive bid, or the intellectual property rights of the bidding entity.
- b) The bidding entity shall treat all communications with bidders related to the bidding process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
 - c) The bidding entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the bidding contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
 - d) In addition to the restrictions specified above, the bidding entity, while bidding a subject matter of such nature which requires the bidding entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

30) Cancellation of bidding process

- a) If any bidding process has been cancelled, it shall not be reopened but it shall not prevent the bidding entity from initiating a new bidding process for the same subject matter of bidding, if required.
- b) A bidding entity may, for reasons to be recorded in writing, cancel the process of bidding initiated by it -
 - a. At any time prior to the acceptance of the successful Bid; or
 - b. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The bidding entity shall not open any bids or proposals after taking a decision to cancel the bidding and shall return such unopened bids or proposals.
- d) The decision of the bidding entity to cancel the bidding and reasons for such decision shall be immediately communicated to all bidders that participated in the bidding process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written bidding contract as required, or fails to provide any required security for the performance of the contract, the bidding entity may cancel the bidding process.
- f) If a bidder is convicted of any offence under the Act, the bidding entity may: -
 - a. cancel the relevant bidding process if the Bid of the convicted bidder has been declared as successful but no bidding contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the bidding contract has been entered into between the bidding entity and the convicted bidder.

31) Code of Integrity for Bidders

- a) No person participating in a bidding process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the bidding process or to otherwise influence the bidding process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the bidding process;
 - iv. imp/roper use of information shared between the bidding entity and the bidders with an intent to gain unfair advantage in the bidding process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the bidding entity;
 - vi. 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 bidding process;
 - vii. any obstruction of any investigation or audit of a bidding process;
 - b. Disclosure of conflict of interest;
 - c. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other bidding entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the bidding entity may take appropriate measures including: -
 - a. exclusion of the bidder from the bidding process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the bidding;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant rate contract and recovery of compensation for loss incurred by the bidding entity;
 - f. debarment of the bidder from participation in future bidding for a period not exceeding three years.

32) Conflict of Interest

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) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they 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;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

33) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the bidding entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the bidding entity, as may be designated by it for the purpose, within a period of 10 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:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Rate Contract", the appeal may be filed only by a bidder who has participated in rate contract proceedings:
 - b. Provided further that in case a bidding entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the bidding entity is aggrieved by the order passed, the bidder or prospective bidder or the bidding entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Additional Chief Secretary/ Principle Secretary Agriculture or as determined by GoR

Second Appellate Authority: Secretary, Finance (Budget) Department, GoR

- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per **Annexure-12** 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.
- g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.
- h) 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 (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

34) Stay of procurement proceedings:

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

35) Vexatious Appeals & Complaints:

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any rate contract or causing loss to any bidding entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees.

36) Offences by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

37) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- b) A bidder debarred under (a) above shall not be eligible to participate in a rate contract process of any bidding entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a bidding entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a bidding entity in respect of any rate contract process or procurement contract, the bidder may be debarred from participating in any rate contract process undertaken by the bidding entity for a period not exceeding three years.
- e) The State Government or a bidding entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

38) Monitoring of Rate Contract

- a) An officer or a committee of officers named Rate Contract Monitoring Committee (RAMC) may be nominated by bidding entity to monitor the progress of the rate contract during its delivery period.
- b) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- c) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the bidding entity and such change shall not relieve any former member of the firm, etc., from any liability under the rate contract process.
- d) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the bidding entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of bidding entity.

6 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a) "Rate Contract" means the Agreement entered into between the Department of Agriculture and the successful/ selected bidder, together with the required Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Rate Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Day" means a calendar day.
- d) "Delivery" means the transfer of the Agri. inputs from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Rate Contract .
- e) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Rate Contract .
- f) "Goods" means all of the Agri. inputs that the successful/ selected bidder is required to supply to the Purchaser under the Rate Contract .
- g) "Purchaser" means the entity purchasing the Agri. inputs, as specified in the bidding document.
- h) "Manufacturer/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Rate Contract has been accepted by the Bidding Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- i) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Agri. inputs to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, etc., he shall, before submitting the Bid and signing the Rate Contract refer the same to the Bidding entity and get clarifications.

1) Rate Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Rate Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2) Interpretation:

- a) If the context so requires it, singular means plural and vice versa.

- b) Entire Agreement: The Rate Contract constitutes the entire agreement between the Bidding entity and the Manufacturer/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Rate Contract.
- c) Amendment: No amendment or other variation of the Rate Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Rate Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Rate Contract, neither shall any waiver by either party of any breach of Rate Contract operate as waiver of any subsequent or continuing breach of Rate Contract
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Rate Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Rate Contract.

3) Language

- a) The Rate Contract as well as all correspondence and documents relating to the Rate Contract exchanged by the successful/ selected bidder and the Bidding entity , shall be written in English language only. Supporting documents and printed literature that are part of the Rate Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the Rate Contract, in which case, for purposes of interpretation of the Rate Contract , this translation shall govern.
- b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

Consortium of firms is not eligible to bid. Further, the selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

5) Eligible Goods

For purposes of this Clause, the term "goods" includes Agri. inputs such pp chemicals

6) Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or

- b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

7) Scope of Supply

- a) Subject to the provisions in the bidding document and Rate Contract, the goods to be supplied shall be as specified in the work order.
- b) Unless otherwise stipulated in the Rate Contract for execution of work order, the scope of supply shall include all such items not specifically mentioned in the Rate Contract but that can be reasonably inferred from the Rate Contract as being required for attaining delivery and completion of the goods as if such items were expressly mentioned in the Rate Contract.

8) Delivery

- a) Subject to the conditions of the Rate Contract, the delivery of the goods shall be in accordance with the delivery and completion schedule given by concerning co-operative societies (**KVSS/ GSS/ LAMPS etc.**) on the basis of schedule of supply proposed by Agriculture department officials of the concerning district. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document.
- b) Bidders shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places across the State of Rajasthan and the details of supply/ shipping and exact locations where the items need to be supplied shall be specified in the work order issued by concerned KVSS/GSS/LAMPS etc..
- c) The Rate Contract for the supply can be repudiated at any time by the co-operative societies, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons.
- d) The Manufacturer/ Selected Bidder shall arrange to supply the ordered Agri. inputs as per specifications within the specified delivery/ completion period at various locations mentioned in the WO.
- e) This Rate Contract is primarily for the supply/ delivery of goods, therefore, bidder shall be responsible for providing all the quoted goods at various kvss/ Gss/ **Lamps** etc. level within Rajasthan at the same price as quoted in the financial bid as and when required.

9) Selected Bidder's Responsibilities:

The Manufacturer/ Selected Bidder shall supply all the goods included in the scope of supply in accordance with the provisions of work order for execution of work order.

10) Purchaser's Responsibilities

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11) Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract

12) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with DEPARTMENT OF AGRICULTURE.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

13) Taxes & Duties

- a) The TDS, if applicable, shall be deducted at source by DEPARTMENT OF AGRICULTURE as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

- 14) Copyright:** The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser

directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

15) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with DOIT&C or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16) Specifications and Standards

- a) All Agri. inputs supplied shall strictly conform to the specifications, trademark laid down in the Bidding form and wherever articles have been required according to specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ RAMC whether the article supplied conforms to the specifications shall be final and binding on the manufacturer/ selected bidder.

- b) The goods supplied under the Rate Contract for execution of work order shall conform to the standards mentioned in Bidding document .

17) Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

18) Transportation

- a) The manufacturer/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

19) Liquidated Damages (LD)

- b) 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 with the bidder has failed to supply/install/complete
- delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- a) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- b) The maximum amount of liquidated damages shall be 10% of the contract value.
- c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- d) 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.

20) Testing charges:

DOA may conduct testing of items delivered by the bidder from any third party or approved agencies on its behalf. Testing charges shall be borne by DOA. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

21) Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

d) Price Fall:

If the selected bidder reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State or nearby State at any time during the currency of the Rate Contract, the offered price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

e) Settlement of Disputes:

If any dispute arise out of the Rate Contract with regard to the interpretation, meaning and breach of the terms of the Rate Contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this Rate Contract and whose decision shall be final.

All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

f) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other

intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- g) Limitation of Liability:** Except in cases of gross negligence or wilful misconduct: -
 - a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the manufacturer/ selected bidder to pay liquidated damages to the Purchaser; and

- b) The aggregate liability of the manufacturer/ selected bidder to the Purchaser, whether under the Rate Contract, in tort, or otherwise, shall not exceed the amount specified in the Rate Contract.

h) Force Majeure

- a) The manufacturer/ selected bidder shall not be liable for forfeiture of its SD or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Rate Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the manufacturer/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the manufacturer/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- d) In case a Force Majeure situation occurs with Secretary & Commissioner Agri. may take the case with the manufacturer/ selected bidder on similar lines.

i) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

j) Termination

a) Termination for Default

- i. The tender sanctioning authority of DOA may, without prejudice to any other remedy for breach of Rate Contract, by a written notice of default of at least 30 days sent to the manufacturer/ selected bidder, terminate the Rate Contract in whole or in part: -
 - a. If the manufacturer/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the Rate Contract, or any extension thereof granted by DOA, or
 - b. If the manufacturer/ selected bidder fails to perform any other obligation under the Rate Contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the manufacturer/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Rate Contract.
 - d. If the manufacturer/ selected bidder commits breach of any condition of the Rate Contract
- ii. If DOA terminates the Rate Contract in whole or in part, amount of SD may be forfeited.
- iii. Before cancelling a Rate Contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

DOA may at any time terminate the Contract by giving a written notice of at least 30 days to the manufacturer/ selected bidder, if the manufacturer/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the manufacturer/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DOA.

c) Termination for Convenience

- i. DOA by a written notice of at least 30 days sent to the manufacturer/ selected bidder, may terminate the Rate Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the manufacturer/ selected bidder under the Rate Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the manufacturer/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Rate Contract if any due to such termination.

7 SPECIAL TERMS AND CONDITIONS OF RATE CONTRACT

1) Bidders to Bid for any Items

Bidder can quote for one or more items .

- 2) **The amount of performance security shall be 2.5 percent of the amount of offered value. In case of micro, small, medium enterprises of Rajasthan it shall be 0.5 percent of the amount of offered value**

3) Payment Terms

- i) Agri. inputs supplied under Rate Contract should confirm to the specifications laid out in FCO 1985 & Insecticide Act 1968 and Rule 1971, as required, after testing in Notified laboratories. Payments (Subsidy Amount) for substandard / failed sample of agri. inputs will not be released to the manufacturers in the state for whole batch.
- ii) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- iii) Terms for payment from department to cooperative society
- Department will release the payment to the society within 60 days of the receipt of the claims subject to the availability of funds in that scheme/head after detecting the amount of LD and penalty detected from the firm.
- iv) Terms for payment from society to suppliers
- The cooperative society will release the payment to the supplier within 15 days from receipt of payment from the department after detecting the amount of LD and penalty detected from the firm.

Other Special Terms

- a) All documents mentioned will be submitted necessarily by bidder, if applicable. If bidder fails to submit those documents, he will be technically disqualified.
- b) **Bidder must have included in Category A / B of latest categorisation list of PP chemical manufactures issued by Commissionerate of agriculture Rajasthan Jaipur would only be eligible for participating in bid. This condition is not applicable on State and Central Govt. undertakings.**
- c) Committee seeking clarification can ask for the documents to verify the information already given in the bid.
- d) Any cutting on bidding document shall be attested and signed by authorized person.
- e) Any amendment in document submitted by bidder will not be entered by DoA.
- f) Technical Specification and standard will be submitted as per **Annexure 13**.
- g) **Each bidder must have quoted offered quantity in which participated item as per Annexure 15.**
- h) **Any bidder should be participated in one or more item.**

Annexure- 1**ANNUAL TURN OVER STATEMENT**

The annual Turn-over M/s.....for the 04 years are given below & certified that the statement is true and correct:-

S.N	Years	Name of the product	Turnover in Lakhs (Rs.)
1	2016-17	All type of PP Chemicals	
2	2017-18	All type of PP Chemicals	
3	2018-19	All type of PP Chemicals	
4	2019-20	All type of PP Chemicals	

Date:

Seal

Signature of Auditor/
Chartered Accountant
(Name in Capital)
With UDIN 18 digit

Annexure- 2

Undertaking*

I/We,.....(Name of Proposer)
address..... do hereby solemnly affirm and
declare as under

- (1) I/we have read carefully the term and conditions of Rate Contract Document issued by Commissioner, Agriculture , Pant Krishi Bhawan, Jaipur for supply of agriculture Inputs viz. pp chemicals in departmental schemes for 12 months. I/we are agreed with all term and conditions.
- (2) I/we are participated as a manufacturer in rate contract process.
- (3) The approved rate will be valid for 12 Months from contract signed.
- (4) and I/we will not sale the product below the approved rate in Rajasthan State.
- (5) The detail of documents submitted by me/us are as follows:

SN	Enclosure	Page No.	Yes/No
1	Original RFP with terms and conditions signed with seal (1 to 64) - Scan Copy		
2	Bidding Document Fee Rs. 2000/- - Scan Copy		
	Processing Fee Rs. 1000/- Scan Copy		
	Bid Security declaration on Rs. 50 non judicial stamp issued from Rajasthan govt. as per Annexure -3		
3	GST registration certificate		
4	PAN no.		
5	Last 4 year annual turn-over statement as per Annexure -1 (year i.e. 2016-17, 2017-18, 2018-19 & 2019-20)		
6	List of distributors/ dealer network of manufacturer in the State, if bidder made supply through distributor or dealer		
7	Copy of manufacturing licence/Sale Licence/ SOA		
8	The list of product for which participated (As per Annexure -15)		
9	Certificate issued by competent authority for small scale industries of Rajasthan and sick industries other than small scale industries as per RTPP Rule 2013 (if bidder rebate in PSD)		
10	Positive Net worth of bidder as on 31.03.2020 (CA certificate) with UDIN 18 digit		
11	Bidder must have included in Category A / B of latest categorisation list of PP chemical manufactures issued by Commissionarate of agriculture Rajasthan Jaipur		
12	Annexure 2, 4, 5, 6, 7, 8,11, 12,13, 15 & 16		
13	Legal Entity-Copy of Certificates of incorporation / partnership deed/ affidavit of proprietorship/ Certificates of registration in cooperative societies act.		

Signature of proposer with Seal

Form of Bid-Securing Declaration

(On Rs. 50/- Non Judicial Stamp issued by Rajasthan Govt.)

To,
The Commissioner Agriculture
Department of Agriculture,
Pant Krishi Bhawan, Jaipur.

We, the undersigned, declare that:

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

We accept that we are required to pay the bid security amount specified in the Term and condition of Bid, in the following cases, namely:-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the act and Chapter VI of these rules.

In addition to above, the state Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on _____ day of _____

Corporate Seal -----

[Note : In case of a Joint Venture, the Bid securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

Appellant's Signature

BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,
The Commissioner Agriculture
Department of Agriculture,
Pant Krishi Bhawan, Jaipur

I/ We-----{Name/
Designation} hereby declare/ certify that----- {Name/
Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in
dealing with NIB reference No. _____ dated _____. He/ She is also
authorized to attend meetings & submit technical & commercial information/ clarifications as may be
required by you in the course of processing the Bid. For the purpose of validation, his/ her verified
signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Annexure- 5

Declaration by the Bidder regarding qualifications

In relation to my/our Bid submitted to..... for procurement ofin 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 Commissioner of Agriculture Raj. Jaipur;
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

Signature of bidder

Place

Name

Designation

Address

ANNEXURE-6

SELF-DECLARATION
{to be filled by the bidder}

To,

{Bidding entity},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/

We hereby declare that presently our Company/ firm _____, at the time of bidding, :-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Bidding Entity;
- b) 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;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other bidding entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a rate contract within a period of three years preceding the commencement of the rate contract process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Bidding Entity},

CERTIFICATE

This is to certify that, the specifications which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-8

DECLARATION BY BIDDER

{to signed by selected bidder}

I/ We declare that I am/we are Manufacturers/ in the goods/for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,

{Bidding Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Rate Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

FINANCIAL BID FORMAT

Rate Contract Inviting Authority : Commissionerate of Agriculture, Rajasthan, Jaipur

Name of Work: Rate Contract for Supply of Agriculture Inputs viz. pp chemicals

Contract No.

Dated :-

Name of the manufacturer:-

S.N.	Item Description	Estimated Quantity (No.of packing)	Packing Size	Cost per unit including GST in Rs.
1	2	3	4	5
1	Chlorpyrifos 20% EC	1000	5 Ltr	
2	Chlorpyrifos 20% EC	20000	1 Ltr	
3	Chlorpyrifos 20% EC	10000	500 ml	
4	Chlorpyrifos 20% EC	5000	250 ml	
5	Chlorpyrifos 20% EC	100	100 ml	
6	Chlorpyrifos 50% EC	20000	1 Ltr	
7	Chlorpyrifos 50% EC	20000	500 ml	
8	Chlorpyrifos 50% EC	5000	250 ml	
9	Chlorpyrifos 50% EC	5000	100 ml	
10	Deltamethrin 2.8% EC	5000	1 Ltr	
11	Deltamethrin 2.8% EC	5000	500 ml	
12	Deltamethrin 2.8% EC	1000	100 ml	
13	Deltamethrin 1.25% ULV	100	1 Ltr	
14	Deltamethrin 1.25% ULV	100	500 ml	
15	Deltamethrin 1.25% ULV	100	100 ml	
16	Diflubenzuron 25% WP	100	1 kg	
17	Diflubenzuron 25% WP	500	500 gm	
18	Diflubenzuron 25% WP	500	250 gm	
19	Fenvalerate 0.4% DP	1000	50 kg	
20	Fenvalerate 0.4% DP	10000	25 kg	
21	Fenvalerate 0.4% DP	20000	10 Kg	
22	Fenvalerate 0.4% DP	10000	5 kg	

23	Lambda Cyhalothrin 10%WP	1000	1 kg	
24	Lambda Cyhalothrin 10%WP	5000	500 gm	
25	Lambda Cyhalothrin 10%WP	50000	250 gm	
26	Lambda Cyhalothrin 5%EC	25000	1 lit	
27	Lambda Cyhalothrin 5%EC	50000	500 ml	
28	Lambda Cyhalothrin 5%EC	5000	250 ml	
29	Malathion 5% DP	1000	50 kg	
30	Malathion 5% DP	5000	25 kg	
31	Malathion 5% DP	5000	10 kg	
32	Malathion 5% DP	5000	5 kg	
33	Malathion 50% EC	1000	1 lit	
34	Malathion 50% EC	2000	500 ml	
35	Malathion 50% EC	5000	250 ml	
36	Malathion 25% WP	10000	1 kg	
37	Malathion 25% WP	20000	500 gm	
38	Malathion 25% WP	20000	250 gm	
39	Quinalphos 1.5% DP	5000	50 kg	
40	Quinalphos 1.5% DP	25000	25 kg	
41	Quinalphos 1.5% DP	20000	10 kg	
42	Quinalphos 1.5% DP	10000	5 kg	

NOTE - Rate should not be Quoted in above format it should be Quoted only in BOQ of financial cover/ Bid.

1. Bidders should quote rates for consideration of their financial bid.
2. The financial bid shall be opened for the technically qualified bidders on a day and time duly notified.
3. This Rate Contract is for the all over the State, therefore, bidder shall be responsible for providing all the quoted goods within stipulated period of time at KVSS/GSS/ Lamps etc. levels at the same price as quoted in the financial bid as and when required.
4. Bidder should fill in each column which applicable to him of BOQ if not applicable please leave blank do not fill "0" .
5. Bidder should submit tax exemption certificate in particular products if any.

ANNEXURE-10

AGREEMENT FOR RATE CONTRACT FORMAT

{to be mutually signed by selected bidder and procuring entity}

This Agreement for Rate Contract is made and entered into on this _____ day of _____, 2018 by and between DoA having its office at _____ (herein after referred to as rate contractor) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Now it is hereby agreed to by and between both the parties as under:

1. The NIT Ref. No. _____ dated _____ and RFP document dated _____ issued by DoA along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this rate contract and are binding on both the parties executing this rate contract.
2. This Agreement for Rate Contract shall remain valid for all the work orders to be issued to M/s _____ during the entire period of this Rate Contract.
3. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 2021.

Signed By:	Signed By:
() Designation:-----,M/s----- Company:	Commissioner, Agriculture
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation:
() Designation: Company:	() Designation:

Annexure- 11

Affidavit on Non-judicial stamp paper of Rs. 500/-

I/We,.....(Name of Proposer)
address..... do hereby solemnly affirm
and declare as under:

1. I/We are the manufacturer of----- for which Manufacturing License/ Sale License/ SOA No. -----valid up to----- have been issued by-----
----(Licensing Authority /Authorized Officer).
2. I/We will supply the quality product as per the Insecticide Act 1968, Rule 1971 and Fertilizer (Control) Order 1985 (whichever is applicable) standard.
3. I/We will abide of inspecting the manufacturing unit by departmental officers at any time..
4. I/We will be fully responsible for any irregularities like supply of inferior quality product, fake billing etc. and I/we would accept the any legal / administrative action taken by Department.
5. I/we are abide of supplying the input at approved rate as per given targets and in case of not supplying the input as per given targets, the bank guarantee deposited by me may be forfeited and the manufacturer may be Debarred.
6. The process of work disposal will be as per the guidelines issued by Department time to time.

Signature of affirming person

Verification

I/We,.....Manufacturer-----
address.....as a director/proprietor/partner do hereby
solemnly affirm that all the fact are true in my belief and no facts are conceal by me. God may help me/us.

Signature of affirming person

MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

a. Name of the appellant: <please specify>

b. Official address, if any: <please specify>

c. Residential address: <please specify>

2. Name and address of the respondent(s):

a. <please specify>

b. <please specify>

c. <please specify>

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: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Appellant's Signature

ANNEXURE- 13

TECHNICAL SPECIFICATIONS and STANDARDS

Category	Name of Agri. input	Specification
1.	ALL TYPES OF PP CHEMICALS	AS PER INSECTICIDE ACT 1968 & INSECTICIDE RULE 1971

PRE-BID QUERIES FORMAT

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

Signature

ANNEXURE - 15

Item wise offered quantity by the Bidder

S.N.	Item Description	Packing Size	Required Estimate Quantity	offered quantity must be Quoted in participated item
1	2	3	4	5
	PP CHEMICALS			
1	Chlorpyriphos 20% EC	5 Ltr	1000	
2	Chlorpyriphos 20% EC	1 Ltr	20000	
3	Chlorpyriphos 20% EC	500 ml	10000	
4	Chlorpyriphos 20% EC	250 ml	5000	
5	Chlorpyriphos 20% EC	100 ml	100	
6	Chlorpyriphos 50% EC	1 Ltr	20000	
7	Chlorpyriphos 50% EC	500 ml	20000	
8	Chlorpyriphos 50% EC	250 ml	5000	
9	Chlorpyriphos 50% EC	100 ml	5000	
10	Deltamethrin 2.8% EC	1 Ltr	5000	
11	Deltamethrin 2.8% EC	500 ml	5000	
12	Deltamethrin 2.8% EC	100 ml	1000	
13	Deltamethrin 1.25% ULV	1 Ltr	100	
14	Deltamethrin 1.25% ULV	500 ml	100	
15	Deltamethrin 1.25% ULV	100 ml	100	
16	Diflubenzuron 25% WP	1 kg	100	
17	Diflubenzuron 25% WP	500 gm	500	
18	Diflubenzuron 25% WP	250 gm	500	
19	Fenvalerate 0.4% DP	50 kg	1000	
20	Fenvalerate 0.4% DP	25 kg	10000	
21	Fenvalerate 0.4% DP	10 Kg	20000	
22	Fenvalerate 0.4% DP	5 kg	10000	
23	Lambda Cyhalothrin 10%WP	1 kg	1000	
24	Lambda Cyhalothrin 10%WP	500 gm	5000	
25	Lambda Cyhalothrin 10%WP	250 gm	50000	
26	Lambda Cyhalothrin 5%EC	1 lit	25000	

27	Lambda Cyhalothrin 5%EC	500 ml	50000	
28	Lambda Cyhalothrin 5%EC	250 ml	5000	
29	Malathion 5% DP	50 kg	1000	
30	Malathion 5% DP	25 kg	5000	
31	Malathion 5% DP	10 kg	5000	
32	Malathion 5% DP	5 kg	5000	
33	Malathion 50% EC	1 lit	1000	
34	Malathion 50% EC	500 ml	2000	
35	Malathion 50% EC	250 ml	5000	
36	Malathion 25% WP	1 kg	10000	
37	Malathion 25% WP	500 gm	20000	
38	Malathion 25% WP	250 gm	20000	
39	Quinalphos 1.5% DP	50 kg	5000	
40	Quinalphos 1.5% DP	25 kg	25000	
41	Quinalphos 1.5% DP	10 kg	20000	
42	Quinalphos 1.5% DP	5 kg	10000	

Signature

ANNEXURE - 16

टेण्डर फीस/ प्रोसेस फीस/स्टाम्प चार्ज का ऑन लाईन भुगतान हेतु निम्नानुसार प्रक्रिया अपनायी होगी:-

1. वेबसाईट **egras.raj.nic.in** खोलने के पश्चात् निविदादाता को लॉगिन यूजर आईडी एवं पासवर्ड तैयार करना होगा। इस हेतु वेबसाईट के दांयी तरफ नीचे की तरफ अंकित **New User** को क्लिक करना होगा। तत्पश्चात् **login form** खुलने पर आवश्यक जानकारी भरकर प्रस्तुत करने पर **user** का लॉगिन यूजर आईडी एवं पासवर्ड तैयार हो जावेगा। यूजर आई डी एवं पासवर्ड में संबंधित निविदादाता कम्पनी/फर्म/व्यक्ति के नाम से तैयार किया जावे।
2. तैयार यूजर आईडी एवं पासवर्ड की सहायता से वेबसाईट **sign in** करने पर संबंधित फीस के भुगतान हेतु निम्नानुसार कार्यवाही कर चालान जनरेट कर ऑन लाईन भुगतान किया जा सकेगा:
3. ऑन लाईन भुगतान कर जमा राशि के चालान की प्रति स्कैन कर निविदा के साथ अपलोड करनी होगी तथा समस्त ई चालान की प्रति नोडल अधिकारी के ई मेल पर निर्धारित समय से पूर्व भेजनी होगी, अन्यथा ई जमा राशि की सूचना के अभाव में निविदा दाता की तकनीकी निविदा खोली नहीं जाकर अयोग्य की जा सकती है।

(अ) टेण्डर फीस का भुगतान:-

1. प्रोफाईल टेब को क्लिक कर ड्रॉप डाउन में उपलब्ध **क्रेट प्रोफाईल** को क्लिक करेंगे।
2. **सलेक्ट डिपार्टमेंट** को क्लिक कर ड्रॉप डाउन से **2 एग्रीकलचर डिपार्टमेंट** का चयन करेंगे।
3. मेजर हैड में **सलेक्ट मेजर हैड** को क्लिक करने के बाद मोर हैड टेब को क्लिक कर **0075 विविध सामान्य सेवाएं** ड्रॉप डाउन से सलेक्ट करेंगे। इसके पश्चात् नीचे टेबिल में बायीं तरफ तीन मर्दे प्रकट होगी जिसमें से **0075-00-800-52-01-निविदा शुल्क से प्राप्तियों** को क्लिक करने के पश्चात् उसक सामने स्थित एरो को क्लिक करने पर उक्त मद दायीं साईड की टेबिल में दर्शित हो जावेगी।
4. टेबिल के उपरी साईड में अंकित **प्रोफाईल नेम में टेण्डर फीस** अंकित करना होगा।
5. तत्पश्चात् **सबमिट बटन** को क्लिक करने के पश्चात् **ओके** को क्लिक करने पर चालान जनरेट हो जावेगा।
6. चालान में **जिला में जयपुर** एवं ऑफिस नेम में **3 कमीशनर एग्रीकलचर डिपार्टमेंट राजस्थान जयपुर** ड्रॉप डाउन से सलेक्ट करने के पश्चात् सलेक्ट पिरियड में **वन टाईम** ड्रॉप डाउन से भरना है। राशि के कॉलम में राशि भरने के पश्चात् भुगतान हेतु **ई बैंकिंग या पेमेन्ट गेटवे** का चयन कर संबंधित बैंक का चयन करना होगा।

7. चालान के नीचे रिमार्क के लिए जगह दी हुई है उक्त स्थान पर निविदा का नाम एवं टेण्डर फीस राशिनिविदादाता कम्पनी/फर्म/व्यक्ति जिसकी और से भुगतान किया जा रहा है का नामअंकित किया जाकर भुगतान की कार्यवाही पूर्ण की जावे तथा जमा चालान की प्रति प्रिन्ट की जावे।

(ब) ई निविदा प्रोसेस फीस का भुगतान:-

1. प्रोफाईल टेब को क्लीक कर ड्रॉप डाउन में उपलब्ध क्रेट प्रोफाईल को क्लीक करेंगे।
2. सलेक्ट डिपार्टमेंट को क्लीक कर ड्रॉप डाउन से 105 ट्रेजरी एण्ड एकाउन्ट डिपार्टमेंट का चयन करेंगे।
3. मेजर हैड में सलेक्ट मेजर हैड को क्लीक करने के बाद मोर हैड टेब को क्लीक कर मद 8658 ड्रॉप डाउन से सलेक्ट करेंगे। इसके पश्चात नीचे टेबिल में बायीं तरफ चार मर्दें प्रकट होगी। जिसमें से 8658-00-102-16-01-सिविल विभाग को क्लीक करने के पश्चात उसक सामने स्थित एरो को क्लीक करने पर उक्त मद दायीं साईड की टेबिल में दर्शित हो जावेगी।
4. टेबिल के उपरी साईड में अंकित प्रोफाईल नेम में निविदा प्रोसेस फीस अंकित करना होगा।
5. तत्पश्चात सबमिट बटन को क्लीक करने के पश्चात ओके को क्लीक करने पर चालान जनरेट हो जावेगा।
6. चालान में जिला- जयपुर ऑफिस नेम में- 1110 ट्रेजरी ऑफिस जयपुर सेकट्रेट ड्रॉप डाउन से सलेक्ट करने के पश्चात सलेक्ट पिरीयड में वन टाईम ड्रॉप डाउन से भरना है। राशि के कॉलम में राशि भरने के पश्चात भुगतान हेतु ई बैंकिंग या पेमेन्ट गेटवे का चयन कर संबंधित बैंक का चयन करना होगा।
7. चालान के नीचे रिमार्क के लिए जगह दी हुई है उक्त स्थान पर निविदा का नाम एवं टेण्डर प्रक्रिया फीस (एमडी आर आई एस एल हेतु) राशिनिविदादाता कम्पनी/फर्म/व्यक्ति जिसकी और से भुगतान किया जा रहा है का नामअंकित किया जाकर भुगतान की कार्यवाही पूर्ण की जावे तथा जमा चालान की प्रति प्रिन्ट की जावे।

(स) स्टाम्प फीस का भुगतान:—

1. प्रोफाईल टेब को क्लीक कर ड्रॉप डाउन में उपलब्ध क्रेट प्रोफाईल को क्लीक करेंगे।
2. सलेक्ट डिपार्टमेंट को क्लीक कर ड्रॉप डाउन से 86 रजिस्ट्रेशन एण्ड स्टाम्प डिपार्टमेंट का चयन करेंगे।
3. मेजर हैड में सलेक्ट मेजर हैड को क्लीक करने के बाद मोर हैड टेब को क्लीक कर 0030 स्टाम्प तथा पंजीकरण शुल्क ड्रॉप डाउन से सलेक्ट करेंगे। इसके पश्चात नीचे टेबिल में बायीं तरफ विभिन्न मदें प्रकट होगी, जिसमें से 0030-02-102-02-00-अन्य गैर अदालती स्टाम्प से बिक्री से आय को क्लीक करने के पश्चात उसके सामने स्थित एरो को क्लीक करने पर उक्त मद दायीं साईड की टेबिल में दर्शित हो जावेगी।
4. टेबिल के उपरी साईड में अंकित प्रोफाईल नेम में स्टाम्प फीस अंकित करना होगा।
5. तत्पश्चात सबमिट बटन को क्लीक करने के पश्चात ओके को क्लीक करने पर चालान जनरेट हो जावेगा।
6. चालान में जिला-जयपुर, ऑफिस नेम में- 9060 डीआईजी रजिस्ट्रेशन एवं स्टाम्प सर्किल प्रथम जयपुर ड्रॉप डाउन से सलेक्ट करने के पश्चात सलेक्ट पिरियड में वन टाईम ड्रॉप डाउन से भरना है। राशि के कॉलम मेंराशि भरने के पश्चात भुगतान हेतु ई बैंकिंग या पेमेन्ट गेटवे का चयन कर संबंधित बैंक का चयन करना होगा।
7. चालान के नीचे रिमार्क के लिए जगह दी हुई है, उक्त स्थान पर आयुक्त कृषि विभाग द्वारा आमंत्रित ई निविदा..... हेतु शपथ पत्र की स्टाम्प फीस राशि रूपये का भुगतान किया या बोली प्रतिभूति घोषणा पत्र की राशि.....का भुगतान किया जाकर भुगतान की कार्यवाही पूर्ण की जावे। जमा चालान का प्रिन्ट प्राप्त किया जावे।
8. जब स्टाम्प की ई फीस जमा कराई जाती है तो निर्धारित समय से पूर्व नोडल अधिकारी के ईमेल पर स्टाम्प फीस जमा के चालान की प्रति एवं सादे कागज पर तैयार ऐफिडेविट/बोली प्रतिभूति घोषणा पत्र की प्रति अवश्य प्रेषित कि जावे।

ANNEXURE - 17

BANK GUARANTEE FORMAT
Performance Security Deposit (18 Months Validity)

(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from any part of India and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from.....to

Last date of lodgement of claim

To,

The Commissioner,

Agriculture , Pant Krishi Bhawan, Jaipur-302005 (Raj).

1. In consideration of the DOA having agreed to exempt M/s(hereinafter called "the said Contractor(s)"from the demand, under the terms and conditions mentioned in bid invited for rate contract through an Order No.....dated for the said work(hereinafter called "the said Agreement") of Bid Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the DOA an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the DOA. Any such demand made on the bank by the DOA shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the DOA and We..... (Indicate the name of Bank), bound ourselves with all directions given by DOA regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... only).
3. We.....(indicate the name of Bank), undertake to pay to the DOA any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up toand that it shall continue to be enforceable for above specified period till all the dues of DOA under or by virtue of the said

Agreement have been fully paid and its claims satisfied or discharged or till the DOA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the DOA that the DOA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the DOA against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the DOA or any indulgence by the DOA to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the DOA in writing.
8. This Bank Guarantee shall remain valid and in full effect, until it is decided to be discharged by the DOA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only)
9. It shall not be necessary for the DOA to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the DOA may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of.....For and on behalf of the <Bank> (indicate the Bank)

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by DoA
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:
10. Bank Guarantee should be valid 18 months minimum.