



Rajasthan State Seeds Corporation Ltd.

Pant Krishi Bhawan, Jan Path, Jaipur - 302 005

CIN-U75132RJ1978SGC001781

www.rajseeds.org

Certified Seed Production Programme of Bajra, Jowar and Maize

Technical & Financial E-Bids

(2020-21)

Last Date of Submission of Technical & Financial Bids :- 02.00 PM on 14.09.2020

Last Date of deposition of Bid Security & other Fees Physically :- up to 3.00 P.M. on 14.09.2020

Date of Opening of Technical Bids :- 4.00 PM on 14.09.2020

Bid Security:- As per NIB

Bid fee (Including GST): Rs. 2360/-

Processing fee (Including GST) : Rs. 1180/- or Rs. 590/- (as the case may be)

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

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

Bid Form

Sub : Bid for Supply ; Crop.....Variety.....Certified Seed .

1 Cost of Bid Form Rs. 2000/-+GST Rs. 360/- total Rs. 2360/- in the form of DD in favour of Rajasthan State Seeds Corporation Ltd., payable at Jaipur vide DD No. Dated or transferred on line in to RSSC account .

2. E-procurement processing fee Rs. 1000/-+ GST Rs. 180/- total Rs. 1180/- or Rs. 500/- + GST Rs. 90/- Total Rs. 590/- in the form of DD in favour of MD,RISL, Jaipur, payable at Jaipur vide DD No..... Dated..... or transferred on line in to RSSC account.

Note: - Please fill up all the information carefully and complete in all respects.

3. Name of Biding Organization: -

4. Postal address in full in capital letters: -
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5. Telephone / Mobile / Fax No.: -

6. Email Address.....

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

Storage Capacity (Please indicate details of each godown separately in given format, enclosed additional sheet, if required)

Sr. No.	No. of Go-downs	Size of Go-down	Storage capacity (MT)	Remarks

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

S.N.	DD No./ Online (Transaction No.)	Date	Amount (Rs.)

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

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

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11. Past performance as prime supplier of items of a similar nature over the last three years / current year (Attach copies of purchase orders issued by any Govt. / public sector organization along with certificate of satisfactory completion relating to minimum one year). Such certificate relating to current year may also be considered. This past performance should have minimum value of 50% of the estimated cost of concerned item in a year. In case a bidder participate in more than one bid/item then the required past performance shall be sum of the required past performance of all such bid/item.

Sl.No	Order no & Date	Crop / Variety	Quantity (Qtls.)			Quality complaints if any
			Ordered	Actual supply	Amount	
A						
B						
C						
D						
Total						

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

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

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

Note :- It is mandatory to provide all details pertaining to no.13 above with documentary proof that, concerned firm has either its own processing capacity or has tied up with other firm if so give details.

13. Source of seed— (submit photocopies of following documents along with technical bid). –

- (i) Bills of Foundation Seed/ certified seed
- (ii) Section IX Certificate

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

SN	Item	Number	Enclosures No.
1	GSTIN Certificate No.		6
2	PAN No.		8

15. Name of seed producer on behalf of whom Bidder is authorized to bid for the seed in this Bid. (Attach certificate..... (Enclosure No. 7)

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

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

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

- A successful bidder should have at least achieved Average minimum turnover as per NIB during the last 3 years 2016-17 To 2018-19 (Enclosure No.10)
- Detail of Bank account & Banker certificate (Enclosure No.9)

18. List of Enclosures: -

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

Encl. no.	Name of Enclosure
1	Demand Draft for Bid fee Rs.2360/-
2	Demand Draft for processing fee in favor of MD RISL as fee Rs.1180/- / Rs 590/-
3	Demand Draft /Receipt of online payment /Bank Guarantee for Bid Security <i>As per NIB</i>
4	Proof regarding nature of Institution – Proprietor /Partnership/ Pvt. Ltd./ Other
5 (A to D)	Copy of supply orders & Work Completion Certificate
6	GSTIN Certificate
7	Authorization from principal (Term No. 39) on Rs. 500/- non-judicial stamp paper. (In case of authorized agent)
8	Photo copy of PAN No.
9	Details of Bank A/C and Banker Certificate.
10	CA certificate for last three years turnover (2016-17 To 2018-19)
11	Photo copy of Seed License
12	Certificate regarding plant capacity / registration from State Seeds Certification Agency.
13	Source of seed papers as applicable.
14	Non black listed/debarred affidavit (Term No. 40) on Rs. 100 non-judicial stamp paper.

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

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

3. IN THE ABOVE FORMAT OR IN THE TERMS AND CONDITIONS WHEREEVER THE TERM DEMAND DRAFT IN PHYSICAL FORM IS USED CAN BE REPLACED BY ONLINE PAYMENT TO THE FOLLOWING ACCOUNT IF THE BIDDER SO DESIRES. (ALL THE THREE PAYMENTS NAMELY- BID FEES+PROCESSING FEES+BID SECURITY)

Beneficiary Details :-

Beneficiary Name	Rajasthan State Seeds Corporation Ltd, Jaipur
Credit Account No.	51052136667
Bank	State Bank of India
Branch	Tilak Marg, Jaipur
Account Type	Current A/C
IFSC Code	SBIN0031510

COPY OF RECEIPT OF THE SAME IS TO BE DEPOSITED/ SUBMITTED ONLINE ON THE E-PROCUREMENT WEBSITE OF GOVERNMENT OF RAJASTHAN AND TO RSSC ON DUE DATE IN AN ENVELOP. IN CASE OF BANK GARANTEE, THE SAME IN ORIGINAL HAS TO BE SUBMITTED, PHYSICALLY ON OR BEFORE DUE DATE.

4. Quotation of price :-

- I. Separate Tender form is required to be submitted for each variety.
- II. Rates are to be quoted for Freshly Certified Seed duly processed and packed in packing material provided by RSSC only .

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

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Check list for Technical Evaluation (Qualification of Bidder)

SN	Item	Details Related to column - 2		
1	2	3		
1.	Demand Draft or online payment receipt for Bid & Processing Fee	Rs.2360- in favour of Raj. State Seeds Corporation Ltd. Payable at Jaipur. Rs.1180/- / Rs 590/- in favour of M.D. RISL Payable at Jaipur.		
2	Bid Security (Raj. State Seeds Corporation Ltd. via payable) and certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	Name of Variety	Bid Security	Average Minimum Turn over for last three year
		As Per NIB	As Per NIB	As Per NIB
3.	Authorization /Resolution for signing of bid if it is limited Company or partnership firm. OR An affidavit of ownership if proprietary firm/sole traders	attach copy		
4.	Past performance in anyone year of last three financial years (Minimum 50% amount of estimated cost of bid)	Work order & Completion Certificate from Procuring Entity		
5.	Format of Technical bid duly filled and signed.	attach copy		
6	PAN card, GST Registration Certificate	attach copy		
7.	ITR for last three years . (2016-17to 2018-19)	attach copy		
8.	Details of Bank A/C and Banker Certificate.	attach copy		
9.	Notarized Affidavit on Rs. 100/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt. Deptt. / Public Enterprise / Govt. Undertaking. (as per annexure-F)	As per annexure-F		
10.	Each and Every page of Bid Document should be signed with stamp of authorized signatory of Bidder.	attach copy		
11.	Copy of Seed license	attach copy		
12.	Source of Seed verification documents	(1) Bills of Foundation Seed (2) Section IX Certificate		
13.	Certificate regarding processing Plant Capacity of firm and registration with concerned State Seed Certification Agency.	attach copy		
14.	Authorization from principal (Term No. 39) on Rs. 500/- non-judicial stamp paper. (In case of authorized agent)	attach copy		

Note: -

1. Demand Draft or receipt of online payment for Bid Fee , Processing Fee and Bid Security or Original Bank Guarantee has to be submitted physically by the date & time stipulated in NIB.
2. Scanned copy of documents mentioned at serial no. 1 to 14 are to be uploaded on www.eproc.rajasthan.gov.in .
3. All the above mentioned documents and enclosures (1 to 14) are mandatory and the bid is liable to be rejected in the absence of any of these documents and enclosures .

Technical Bid

Tenders are being invited for production of varieties of Pearl Millet (Bajara), Sorghum (Jowar) and Maize which are notified, recommended & suitable for Rajasthan. Technical details of freshly produced certified seed of Pearl Millet (Bajara), Sorghum (Jowar) and Maize for Kharif 2021 are given here under. **The quantity offered should be minimum 1/4 of required quantity.**

S. No.	Crop	Variety	Class of Seed	Qty. in Qtls.	Packing Size	Quantity Offered (Qtls)	Treatment chemical used / Kept in seed pack (Qty. per pack)
1	Jowar	CSV-27	C/S	600	5 Kg		
		CSV- 31	C/S	600	5 Kg		
2	Bajra	HHB-67(imp.)	C/S	2500	3 Kg		
		MPMH-17	C/S	2500	1.5 Kg		
		RHB-233	C/S	800	1.5 Kg		
		RHB-234	C/S	400	1.5Kg		
		HHB-299	C/S	800	1.5 Kg		
3	Maize	DHM-121	C/S	3000	5 Kg		

Note:

1. Seed must confirm the IMSCS Standards and as per the Seed Act, 1966 and seed (control) order, 1983.
2. Producer / organizer shall arrange necessary quantity of parent lines for hybrid seed production. RSSC may help in making availability of some parent lines, if available in Rajasthan.
3. Producer / organizer must have authentic proof/document of source of F/S/BS.
4. Sample will be drawn for Lot wise seed testing in STL.
5. GOT will be carried out for all Certified seeds and sample may be drawn from Producer / organizer premises or RSSCL units by representative officer of RSSCL/ authorized seed inspectors.
6. **Separate tender will have to be submitted for each variety accordingly separate tender fee, processing fee & bid security will have to be paid.**

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



TERMS AND CONDITIONS OF BID

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

IN THE GIVEN FORMAT OR IN THE TERMS AND CONDITIONS WHEREEVER THE TERM DEMAND DRAFT IN PHYSICAL FORM IS USED CAN BE REPLACED BY ONLINE. PAYMENT TO THE FOLLOWING ACCOUNT IF THE BIDDER SO DESIRES. (ALL THE THREE PAYMENTS NAMELY- BID FEES+PROCESSING FEES+BID SECURITY).

Beneficiary Details :-

Beneficiary Name	Rajasthan State Seeds Corporation Ltd, Jaipur
Credit Account No.	51052136667
Bank	State Bank of India
Branch	Tilak Marg, Jaipur
Account Type	Current A/C
IFSC Code	SBIN0031510

COPY OF RECEIPT OF THE SAME IS TO BE DEPOSITED/ SUBMITTED ONLINE ON THE E-PROCUREMENT WEBSITE OF GOVERNMENT OF RAJASTHAN AND PHYSICALLY TO RSSC IN AN ENVELOP ON DUE DATE.

8. Bid security:

- i. Bid Security shall be 1% of the estimated value of subject matter of procurement put to bid or as specified by the State Government. In case of Small Scale Industries of Rajasthan it shall be 0.25% of the value of the quantity offered for supply and in case of Sick Industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 0.50% of the estimated value of Bid.
- ii. Bidders are required to deposit Bid security with the Corporation as indicated in notice inviting Bid by means of Demand Draft payable at Jaipur, in favour of Rajasthan State Seeds Corporation Ltd. CHEQUES WILL NOT BE ACCEPTED.
Relaxation in BID SECURITY shall be considered only when bidder submits the proof of eligibility for such relaxation physically at the time of BID SECURITY submission or else the bid shall be rejected. The bidder may submit bank guarantee of the value equal the bid security value in lieu of demand draft/ online payment.
- iii. The Bid Security may be given in the form of banker's Cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India or deposit through Online.
- iv. The Bank Guarantee in original has to be physically deposited to RSSCL along with demand draft for Bid fees and Processing fees on or before due date.

9. Bid Performance Security

- I. The bid performance security deposit in the form of demand draft, equal to 2.5% of the total amount of the contract shall have to be furnished at the time of signing of the agreement by the Bidder. Bid Security deposited shall be adjusted in this bid Performance security deposit. In case of Bid Security being more than Bid Performance Security, the amount by which the Bid Security is higher shall be refunded after due adjustment in Bid Performance Security. In case of Bid Performance Security being submitted in shape of Bank Guarantee for the full due value, the Bid Security in full shall be refunded.
- II. The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms:
- III. deposited through Online or
- IV. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or
- V. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any;
- VI. The Bid Performance Security deposit shall be refunded only after satisfactory completion of successful supply and expiry of contract tenure.

10. Refund of Bid security :

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

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11. Forfeiture of Bid security:-

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

- i. When the Bidder withdraws or modifies his Bid after opening of Bids; or
- ii. When the Bidder does not execute the agreement in accordance with Clause 67 within the specified time after issue of letter of acceptance ; or
- iii. When the Bidder does not deposit the Performance Security in accordance with Clause 09 before placing the supply order ; or
- iv. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act and Chapter VI of the Rules and annexure-A ; or
- v. If the Bidder does not accept the correction of its Bid price pursuant to annexure-D (Correction of Arithmetical Errors).

12. Submission of Bid: *The Bid should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and as mentioned in Check-List.*

13. Opening of Bid: The Bidders or their authorized representatives may attend at the time of opening of the Bid.

14. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.

15. If it is proved that any bidder has submitted any false document then RSSC Ltd. reserves the right to debar the bidder / forfeit the bid security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.

16. The rates received in the bid shall be valid for acceptance for a period of 90 days from the last date of bid submission. Bids with shorter validity period are liable for rejection.

17. The average annual turnover of the bidder (annexure-E) should be greater than or equal to as mentioned in column 09 of NIB. Do not submit bid if the average turnover of the firm is less than the amount mentioned in column 9 of NIB for respective item. In case a bidder participate in more than one bid/item then the required average annual turnover shall be sum of the required average turnover of all such bid/item.

18. Bid security of a bidder lying with RSSC Ltd. In respect of other bids awaiting decision shall not be adjusted towards bid security of this bid. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

19. No Bidder who is not registered under the GST in the State where his business is located shall bid. The GSTIN must be quoted, without which the Bid is liable to be rejected.

20. Any addendum issued shall be part of the Bidding Document and Shall be uploaded on the SPPP for prospective bidders to download.

21. At any time prior to the deadline for submission of the Bids, the Procuring entity, suo moto, may also amend the bidding document, if required, by issuing an amendment which will form part of the bidding document.

22. Past performance : The bidder must be a prime supplier of items of a similar nature over the last three years (Attach copies of purchase orders issued by any Govt./ public sector organization along with certificate of satisfactory completion relating to minimum one year). Such certificate relating to current year may also be considered. This past performance should have minimum value of 50% of the estimated cost of concerned item in a year. In case a bidder participate in more than one bid/item then the required past performance shall be sum of the required past performance of all such bid/item.

23. Eligible Bidders:

- I. A Bidder may be a natural person, private Entity, government-owned Entity or, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] or Consortium. In the case of a Joint Venture or Consortium.
 - (A) all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and
 - (B) a Joint Venture or Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture or Consortium during the Bidding process. In the event the Bid of Joint Venture or Consortium is accepted, either they shall form a registered Joint Venture or Consortium as company/firm or otherwise all the parties to Joint Venture or Consortium shall sign the Agreement.

24. Purchase Preference: Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.

25. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids : The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.

26. Dividing quantities among more than one Bidder at the time of award : As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the lowest Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a Negotiation.

27. Repeat Order:

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

28. Force Majeure :

- I. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- III. If a Force Majeure situation arises, the Supplier Shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
29. *The Bidder should sign the Bid from at each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement*
30. The producer / organizer will be responsible for the production & supply of certified seed of varieties mentioned in tender form and quantities thereof as agreed, and will make available the certified seed of those varieties as shall be mentioned in the agreement which should be certified by the authorized Seed Certification Agency
31. Any bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by RSSC Ltd.
32. The guarantee of physical purity, genetic purity and germination would be given by the bidder. In case of any complaint, the bidder would be responsible for making good the losses to the farmers and / or the Company (RSSCL). In case of Certified seed The copies of STL report with section- IX certificate will be submitted to RSSC along with consignment at the time of delivery.
33. The seed offered should meet the standards of IMSCS. Either the seed is slurry treated or a packet containing sufficient quantity of chemical as per recommended dose shall be kept inside each of seed packet to enable the farmers to treat the seeds before sowing. A pamphlet in Hindi giving warning about chemical and procedure to treat the seed should be kept inside seed packet along with sachet. Failure in compliance of this clause is punishable by 5% reduction from payment bill of supplier. Even if one bag is found to be without specified chemical in the seed container or the treatment, entire lot supplied will be considered as non treated for penalty purpose
34. Even if the seeds meet the certification standards, the Corporation reserves the right to reject the stock if the lot or part thereof, are discolored, lacking luster or on the grounds of admixture found by the supervisory staff of the Company or on grounds of poor quality grading and packing etc.. RSSC may send representative during production period for inspection, processing and dispatch of the seeds to draw sample, if necessary, from time to time.
35. The Bidder will be responsible for quality and completion of all the requirements with regard to finally making available the Certified Seed to RSSC.
36. **The Bidder shall not change the committed quantities and committed varieties of Seed. RSSC has the right to decrease the quantity as per requirement and to increase the Quantity within the rules. Offer quantity should be minimum 1/4 of required quantity. Bid will not be accepted if offer quantity is less than 1/4 of required quantity.**
37. Successful bidder will be expected to supply the ordered seed on or before agreed cutoff date to concerned RSSC units/ destination in Rajasthan, given in the supply order. No Supply would be made after the agreed cut' off dates mentioned in the agreement. For the supply after cut off date, extension in cutoff date will be obtained in writing from RSSC before expiry of original cutoff date. However the supply after cutoff date, Penalty @ 0.50% per day for delay period will be imposed.

38. The supplier should quote the price exclusive of GST. Basic price and GST should be quoted separately in BOQ sheet in financial bid.
39. **The Bidder should be the original seed producer or his duly authorized agent having valid seed license. The original seed producer or his authorized agent can (only after producing authorization letter from the principal on 500/- Rs. Non judicial stamp) participate in the Bid process.**
40. Bidder should produce an affidavit on Rs. 100/- Non Judicial stamp paper stating that he has not been black listed / debarred in last 3 years by any institution related to seed business. The offer of black listed / debarred bidders will be not accepted.
41. **Short supply :**
- (i) Variation in supplied quantity amounting to $\pm 2\%$ of ordered quantity may be accepted.
 - (ii) If the variation in supplied quantity is more than 2 % and up to 20 % in that case 10% penalty will be imposed on short supplied quantity and will be deducted from the final payment.
 - (iii) In case the short supply is more than 20 % then it would be deemed breach of contract and the entire performance security shall be forfeited.
- 42 . The Clause nos. 37 and 41 shall not be applicable in case Producer / organizer proves to RSSC beyond doubt for the area and quantity agreed to RSSC that, it had suffered due to natural calamities like flood/ Heavy Rainfall, cyclone, earthquake etc. with authentic proof of final inspection report of concerned State Seed Certification Agency. Producer / organizer shall arrange seed production programme only in assured irrigated conditions to ensure production of targeted seed quantity. No excuse regarding less supply will be accepted on the basis of drought condition. The extent to which the penalties applicable at clause nos. 37 and 41 shall be decided at the sole discretion of RSSC.
43. **Contract Seed Production Programme 2020-21; Lowest rates of bidder will be accepted but order Quantity may be split amongst two or more eligible Bidders, if they agree or give consent to supply on lowest rate which is approved.**
44. The Producer / organizer shall provide Crop/ variety wise list of seed growers along with areas of fields under reference, so that the Company (First Party) may inspect these fields at random in collaboration with the Producer / organizer for the purpose of ascertaining the quality of such seed. If any fields not found suitable by RSSC representative during inspection, it will be rejected for the purpose of seed production. The Producer / organizer will have to provide the source of seed procured by him by providing copies of bills, tags/label etc. Producer / organizer will also provide schedule of inspection to be done by representatives of RSSC well in time .
45. The Bidder will have to provide the proof regarding source of seed procured by him for seed production by providing copies of bills, tags/label etc.
46. The Bidder shall be responsible for dispatch of the goods to FOR destination RSSCL unit or as communicated by RSSC before dispatch.

47. The rates are to be quoted for fresh certified seeds duly processed and packed in the packing material provided by RSSC and as & when instructed specifically in the purchase order "राजस्थान सरकार द्वारा निःशुल्क वितरण" be inscribed on every seed packet/bag. Rates quoted shall be inclusive of all taxes whatever being levied by the Central or State Government including Octroi, market taxes etc., in the concerned State and Rajasthan, or in transit.
48. Packing material will be supplied at production / packing center of the Producer / organizer by RSSC at its cost well in advance in case of quantity agreed to be taken without packing material.
49. The Gunny bags required for secondary packing i.e. for packing the cloth bags will be supplied by RSSC at center of the Producer / organizer at their cost, well in advance for the quantity ordered.
50. In case the gunny bags required for secondary packing is to be supplied by the Producer / organizer the rate chargeable will be on actual cost basis and mutually agreed in case of quantity ordered without packing material.
51. The Producer / organizer will supply the seed only in the required packing size. In case the supply is required to be made in bulk, the permission of repacking in the required packing size shall be obtained (from concerning certification agency) in case of certified seed by the Producer / organizer and shall be provided to RSSC along with the supply of the seed.
52. The Bidder will supply the seed only in the required packing size.
53. For the quantity offered, rate quoted shall include all the requisite processing and packing material including treatment chemical etc. The seed supplies shall be responsible for printing/writing the script given by RSSCL on each and every seed packet and its cost shall be borne by the supplier.
54. Cost of Tags, treatment material, thread, seal etc. shall be borne by Bidder, in all the cases.
55. The supplier shall have to send lot wise STL reports, Section-IX certificate , GR (Transport built), Challans, Transit bills etc. along with the consignment to the destination given by the RSSC.
56. After the Completion of processing and dispatch of produce from the procurement center, the representative of RSSC along with the authorized representative of the Organizer will finalize the processing material account immediately and thereafter the leftover stock of processing material shall be delivered by the Producer / organizer to the representative of RSSC.
57. The producer / organizer shall not sale seeds in any part of the State of Rajasthan under its brand name. Failure will be liable for penalty of 10 % of total cost of entire supply along with forfeiture of security deposit in case it contravenes this clause. However, a declared quantity to RSSC of the brand offered to RSSC can be sold in Rajasthan by Producer / organizer but with prior consent of RSSC. In this eventuality Producer / organizer confirms that the rates offered to RSSCL shall be lower than their net effective rates to any other party in the state.

58. Payment Procedure –

(I) 80% payment shall be released after getting following reports / documents .

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

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

(II) Remaining 20% amount will be released after receiving standard STL & Pass in GOT report of the sample drawn at the time of delivery for every lot at RSSC unit level and Satisfactory Field Performance Report from concerned RSSC unit / Department of Agriculture. Lot wise GOT is mandatory and will be done at University Farms or Deptt. of Agriculture Farms.

(III) Any seed lot found to be substandard (failed) in GOT or STL or in both or unsatisfactory field performance report ; remaining 20% payment of such lot will not be made and no claim will be entertained in this regard . 80% payment made for such lot earlier, shall be recovered from producers / suppliers other due payments and Security Deposit .

(IV) All the payments shall be made from Head office , Jaipur only.

59. All testing charges shall be borne by the supplier and all such payments by RSSC shall be deducted from the due payments of the supplier.

60. The Bidder should clearly write on the envelope, Bid Security, Bid Fee and Processing Fee - "Certified Seed Production 2020-21" The envelope should contain DDs or online payment receipt of Bid fee, BID Security & processing fee and should physically be deposited at RSSC on or before due date. If a Bank Guarantee is being submitted against bid security, the Bank Guarantee in original is to be submitted in the envelop.

61. DEFAULT AND RISK PURCHASE :-

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

II. The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contact in whole or in part, they may procure upon such terms and in such manner as they deem appropriate, supplies or services similar to those so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

62. INSURANCE

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

- (a) In case of indigenous supplier 'all transit risks' insurance shall be arranged commencing from their works to the destination of the Corporation.
- (b) The supplier is responsible to give safe delivery of the material FOR destination. For any losses/damages etc. during transit, the supplier shall have to lodge the claim with the insurers and pursue the same till its settlement.

63 Code of Integrity: No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government, as per Section 11 of the RTPP Act and Rule 80 of the RTPP Rules. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules as stated above in this Clause along with its Bid, in the format specified in Annexure-A, by the Bidding Firms.

64. Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document. The bidders must well acquaint themselves with the provisions of the RTPP Act & Rules in this regard and must act accordingly.

65. Breach of Code of Integrity by the Bidder: Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

66. The Bidder should sign the Bid from on each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement.

67. Agreement : The successful Bidder shall, within 15 days of having been served upon by notice to do so, be bound to execute a Formal agreement on Rs. 500 non judicial stamp paper as per the Format given in Annexure-G of the Bid document and all relevant terms, conditions and specifications as mentioned in the Bid document shall also form part of this agreement. Any variation in the terms & conditions as may be suggested by the Bidder and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder.

68. Termination of contract:

A. Termination for default:

- (i) The Procuring entity, without prejudice to any other remedy under the provisions of the Act, the Rule or the contract for breach of contract, by notice of default sent to the supplier, may terminate the contract in whole or in part.
- (ii) If the supplier fails to deliver any or all of the goods and / or related services within the period specified in the contract, or within any extension there of granted by the procuring entity.
- (iii) If the supplier fails to perform any other obligation under the contract.
- (iv) If the supplier, in the judgment of the procuring entity has breached any provision of the code of integrity, as defined in the Act, the Rules, in competing for or in executing the contract.

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B. Termination for Insolvency:

The procuring entity may at any time terminate the contract by giving notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the procuring entity.

C. Termination for convenience:

- (i) The procuring entity, by notice sent to the supplier, may terminate the contract, in whole or in part, at any time of its convenience. The notice of termination shall specify that termination is for the procuring entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- (ii) The goods which have been shipped or dispatched at the time of supplier's receipt of the notice of termination may be accepted by the procuring entity at the contract terms and prices.

69. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

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

70. If any dispute arises between parties or the bidder is aggrieved by the action of RSSC, he may file an appeal in the prescribed Performa and manner given in RTTP act of Govt. of Rajasthan. The first appellate authority will be Principal Secretary of Administrative Department (Department of Agriculture) and second appellate authority will be Secretary Finance (Budget) Finance Department, Govt. of Rajasthan.

71. Conditional Bids will not be accepted.

72. No carry over seed shall be accepted.

73. RSSC has right to accept or reject the Bid partly or fully without assigning any reason what so ever.

74. The courts of law situated at Jaipur only shall have the Jurisdiction to entertain the litigation arising out of this Bid for the supply of the above seeds.

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

Signature of Bidder

Or their authorized representative with firm's seal

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

g Bidder or any of its affiliates has been hired (or is proposed to be hired) by the

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

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

Grievance Redressal during Procurement Process

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

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

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

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(5) Form of Appeal

- (a) An appeal under pars (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Appeal No ..of.....

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

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

- (i)
- (ii)
- (iii)

3. Number and date of the order appealed against

and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented

by a representative, the name and postal address of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

 Supported by an Affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

Additional Conditions of Contract

1. Correction of arithmetical errors :

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

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

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

2. Procuring Entity's Right to Vary Quantities:

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

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

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

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

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

Date:
Place:

Signature of bidder
Name :
Designation
Address:

UN

Annual Turn-over Statement

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

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

Note - Turn Over for the yea. 2019-20 may be considered , if the accounts are audited and certified by chartered accountant .

Date:

Place:

Signature of Chartered Accountant

With Name, Address & Seal

Declaration and Undertaking

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

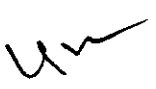
I (Name and complete address) _____ Sole Proprietor /
authorised signatory of the firm (Name and complete address) _____ do hereby solemnly
affirm and declare that the individual/ firm/ company is not blacklisted/banned/debarred during last
three years on any ground by Bid Inviting Authority or Govt. of Rajasthan or its departments on the date
of bid submission.

(Name of Deponent & Signature)

Verification

I S/o(Designation) Affirm on oath that the
contents/information as mentioned above, are true & correct to the best of my knowledge and nothing
is hidden. I also declare on oath that if any information furnished by me as above is found wrong, forged
or fabricated the Corporation will be at liberty to cancel the Bid for which I shall be solely responsible
and the firm may be Debarred/Banned/blacklisted/prosecuted for the same.

(Name of Deponent & Signature)



AGREEMENT FORM

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

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

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

Signed by:

(for the Supplier

Name.....

Designation

Address

Witness 1

Witness 2

Signed by:

(for the Procuring Entity)

(On behalf of Governor of the State of Rajasthan)

Name.....

Designation

Address

Witness 1

Witness 2

Performance Security

..... *[Bank's Name, and Address of Issuing Branch or Office]*.....

Beneficiary:*[Name and Address of Procuring Entity]*.....

Date :

Performance Guarantee No . :

We have been informed that *[name of the Contractor]*.....

(here in after called "the Contractor) has entered into Contract No.....

[Reference number of the Contract]..... dated with you, for the

execution of *[name of contract and brief description of Works]*

. (here in after called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we.....*[name of the Bank]*..... hereby

irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees" *[amount in figures]*

(Rupees *[amount in words]*) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of

and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Authorised Signature(s)

Lo

* The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract

** Insert the date sixty days after the expected completion date including defect liability period and maintenance period, if any.

Notes: 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document

2. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

Form of Performance Security Declaration

Date:.....(Insert date (as day, month and year)

Contract Name and No.:[insert name and number of Contract]

To:(insert Designation and complete address of Procuring Entity)

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfillment of our all performance obligations under the Contract for _____ (insert name of subject matter of procurement.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ (Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed) starting on the date that we receive a notification from you, the(Designation of the Procuring Entity) that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance. etc. in accordance with the conditions of the Contract.

Signed: _____

(insert signature of person whose name and capacity are shown)

In the capacity of: _____

(insert legal capacity of person signing the Performance Security Declaration)

Name: _____

(insert complete name of person signing the Declaration)

Duly authorized to sign the Contract for and on behalf of:.....

(insert complete name and address of the Bidder)

Dated on _____ day of(Insert date of signing)

Corporate Seal

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