Rate Contract for Supply of Water Soluble Fertilizers (WSF) along with implementation of Fertigation and Foliar Fertilization Program on behalf of Farmers on their Fields in Rajasthan

**SECTION : INVITATION FOR BIDS (IFB)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID REFERENCE</td>
<td>:</td>
</tr>
<tr>
<td>DATE AND TIME OF PRE-BID MEETING</td>
<td>13.11.2019 AT 11.00 AM</td>
</tr>
<tr>
<td>PERIOD OF DOWNLOAD/ SALE OF BIDDING DOCUMENT</td>
<td>05.11.2019 to 26.11.2019</td>
</tr>
<tr>
<td>LAST DATE AND TIME FOR RECEIPT OF BIDS</td>
<td>27.11.2019 up to 2:00 PM</td>
</tr>
<tr>
<td>TIME AND DATE OF OPENING OF BIDS</td>
<td>27.11.2019 at 2.30 PM</td>
</tr>
<tr>
<td>PLACE OF OPENING OF BIDS</td>
<td>Through e-proc at COMMISSIONERATE OF HORTICULTURE PANT KRISHI BHAWAN, JAIPUR-302005</td>
</tr>
<tr>
<td>OFFICER INVITING BIDS</td>
<td>COMMISSIONER, HORTICULTURE COMMISSIONERATE OF HORTICULTURE PANT KRISHI BHAWAN, JAIPUR-302005</td>
</tr>
</tbody>
</table>
Rate Contract for Supply of Water Soluble Fertilizers (WSF) along with implementation of Fertigation and Foliar Fertilization Program on behalf of Farmers on their Fields in Rajasthan

INVITATION FOR BIDS (IFB)/ NOTICE INVITING BID (NIB)

No.: F () CH/ PMKSY-MI/ BA/ Bid/ 2019-20/4787 Date: 25.10.2019

1. The Government of Rajasthan [GoR] has made the security provision for implementation of Fertigation and Foliar Fertilization Program and it is intended that part of the proceeds will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.

2. The Commissioner, Horticulture, Commissionerate of Horticulture (DOH) (Procure entity on the behalf of farmers) invites e-bids from eligible bidders for Rate contract for supply of water soluble fertilizers along with implementation of fertigation and foliar fertilization program on behalf of farmers on their field in Rajasthan

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Type of Goods / Services</th>
<th>Estimated Amount (INR Lakh)</th>
<th>Bid Security @ 2 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supply of WSF and technical support to farmers for Fertigation</td>
<td>210.00</td>
<td>4.20</td>
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<tr>
<td>2.</td>
<td>Supply of WSF and technical support to farmers for Foliar Fertilization</td>
<td>27.00</td>
<td>0.54</td>
</tr>
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Note:

1. Bid security for the micro, small and medium enterprises of Rajasthan shall be @ 0.5% (half percent) of estimated amount of concerned category to be supplied by them.
2. The bid security may be given in the form of a DD of scheduled bank (in favour of “Commissioner, Horticulture” payable at “Jaipur”) or deposit through eGRAS.
3. Bidder may apply for single or both categories and should consider the bid security accordingly for which he is applying by adding bid security of applied category.

3. Bidding will be conducted through the Rate Contract (RC) procedures agreed with RTPP (Section 36). The bidding is open to all eligible bidders as defined in the RTPP (The Rajasthan Transparency in Public Procurement Act, 2012).

4. Interested eligible bidders may obtain further information from the DoH office and inspect the Bidding Documents at public portal and the address given above from 10.00AM to 5.00 PM on any working day during the period of sale of bid documents.
5. The bid document can be seen and downloaded from the link http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://krishi.rajasthan.gov.in. The bidder will be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. The downloaded bid document and addenda will be submitted along with non-refundable fee of Rs. 1,000/- (Rupees one thousand only) towards the cost of the bid document in favor of Commissioner, Horticulture and RISL Processing Fee: Rs. 1,000/- (Rupees One Thousand Only) in favour of “Managing Commissioner, RISL” in form of Demand Draft payable at Jaipur. Electronic bidding is to be done in prescribed time lines.

6. A pre-bid meeting will be held on 13/11/2019 at 11.00 AM at conference hall, Pant Krishi Bhawan, Jaipur. The last date and time of submission of bidding documents will be 27/11/2019 up to 02:00 PM and the time and opening of the bidding documents will be on 27/11/2019 at 2.30 PM

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

8. Bids will be publically opened through e-proc in the presence of Bidders’ designated representatives who choose to attend at the address given above on the specified date and time.

9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for the purchaser’s office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

-----sd------
(V. Saravan Kumar)
Commissioner, Horticulture
**INVITATION FOR BIDS (IFB)/ NOTICE INVITING BID (NIB)**

| Name & Address of the Bidding Entity | • Name: Commissioner, Horticulture, Govt. of Rajasthan  
• Address: Pant Krishi Bhawan, Janpath, Jaipur (Rajasthan) |
| Subject Matter of Rate Contract | Rate Contract for Supply of Water Soluble Fertilizers (WSF) along with implementation of Fertigation and Foliar Fertilization Program on behalf of Farmers on their Fields in Rajasthan |
| 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)  
L-1 +2 |
• Bidding document fee: Rs. (1,000) (Rupees One Thousand Only) in Demand Draft in favour of “Commissioner, Horticulture” payable at “Jaipur”.  
• RISL Processing Fee: Rs. (1,000) (Rupees One Thousand Only) in Demand Draft in favour of “Managing Commissioner, RISL” payable at “Jaipur”. |

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**Note:-**

1. Bid security for the micro, small and medium enterprises of Rajasthan shall be @ 0.5% (half percent) of estimated amount of concerned category to be supplied by them.  
2. The bid security may be given in the form of a DD of scheduled bank (in favour of “Commissioner, Horticulture” payable at “Jaipur”) or deposit through eGRAS.  
3. Bidder may apply for single or both categories and should consider the bid security accordingly for which he is applying by adding bid security of applied category.

| Date/ Time/ Place of Pre-bid Meeting | Date/ Time 13-11-2019 at 11.00 AM to 01.00 noon  
• Place: Conference Hall, 1st floor, Pant Krishi Bhawan, Jaipur |
<p>| Last date &amp; time of | Date/Time 13-11-2019 up to 03.00 PM |</p>
<table>
<thead>
<tr>
<th>Submission of pre-bid queries</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Period of Sale of Bidding Document (Start/End Date)</td>
<td>From 05-11-2019 at 06.00 PM to 26-11-2019 at 6.00 PM</td>
</tr>
</tbody>
</table>
| Manner & Deadline for the submission of Queries | • Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in)  
• Email - jdh.ext.hort@rajasthan.gov.in |
| Submission of Demand Draft for Tender Fee, Bid Security, and Processing Fee* | Up to 02.00 PM, on 27-11-2019 at Room No. 377, Third Floor, Pant Krishi Bhawan, Jaipur-302005 (Rajasthan) |
| Date/ Time/ Place of Technical Bid Opening | • Date: 27-11-2019  
• Time: 03.00 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 bid submission deadline |

**Note:**

1) Bidder (authorized 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 Security 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 Demand Draft for Tender Fee, Bid Security, RISL Processing Fee and Annexure - 2 & 11 Up to 02.00 PM on 27.11.2019 at Room No. 361 C, Third Floor, Pant Krishi Bhawan, Jaipur, its Bid shall not be opened. The Demand Draft for Bidding document fee and Bid Security should be drawn in favour of “Commissioner, Horticulture”, GoR, Jaipur and the RISL Processing Fee in favour of “Managing Commissioner, 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 DoH 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 (or mutual consent) 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 RTPPA Act 2012 and Rules thereto & other GOR rules 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.

------sd------

(V. Saravan Kumar)
Commissioner, Horticulture
<table>
<thead>
<tr>
<th>PART</th>
<th>SECTION</th>
<th>CONTENT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART 1</td>
<td>SECTION I</td>
<td>Instructions to Bidders [ITB]</td>
<td>9</td>
</tr>
<tr>
<td>BIDDING</td>
<td>SECTION II</td>
<td>Bidding Data Sheet [BDS]</td>
<td>31</td>
</tr>
<tr>
<td>PROCEDURES</td>
<td>SECTION III</td>
<td>Evaluation and Qualification Criteria</td>
<td>37</td>
</tr>
<tr>
<td></td>
<td>SECTION IV</td>
<td>Bidding Forms</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>SECTION V</td>
<td>Eligible Countries</td>
<td>67</td>
</tr>
<tr>
<td></td>
<td>SECTION VI</td>
<td>Instruction on Corrupt and Fraudulent Practice</td>
<td>68</td>
</tr>
<tr>
<td>PART 2</td>
<td>SECTION VII</td>
<td>Schedule of Requirements</td>
<td>70</td>
</tr>
<tr>
<td>SUPPLY REQUIREMENTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PART 3</td>
<td>SECTION VIII</td>
<td>General Conditions of Contract</td>
<td>82</td>
</tr>
<tr>
<td>CONTRACT</td>
<td>SECTION IX</td>
<td>Special Conditions of Contract</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>SECTION X</td>
<td>Contract Forms</td>
<td>104</td>
</tr>
</tbody>
</table>
PART 1 – BIDDING PROCEDURES
SECTION I - INSTRUCTIONS TO BIDDERS [ITB]
## Section I. Instructions to Bidders (ITB)

### Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. General</strong></td>
<td></td>
</tr>
<tr>
<td>1 Scope of Bid</td>
<td>12</td>
</tr>
<tr>
<td>2 Source of Funds</td>
<td>12</td>
</tr>
<tr>
<td>3 Corrupt &amp; Fraudulent Practices</td>
<td>12</td>
</tr>
<tr>
<td>4 Eligible Bidders</td>
<td>12</td>
</tr>
<tr>
<td>5 Eligible Goods and Related Services</td>
<td>14</td>
</tr>
<tr>
<td><strong>B. Contents of Bidding Document</strong></td>
<td></td>
</tr>
<tr>
<td>6 Sections of Bidding Documents</td>
<td>14</td>
</tr>
<tr>
<td>7 Clarification of Bidding Documents</td>
<td>15</td>
</tr>
<tr>
<td>8 Amendment of Bidding Documents</td>
<td>15</td>
</tr>
<tr>
<td><strong>C. Preparation of Bids</strong></td>
<td></td>
</tr>
<tr>
<td>9 Cost of Bidding</td>
<td>16</td>
</tr>
<tr>
<td>10 Language of Bid</td>
<td>16</td>
</tr>
<tr>
<td>11 Documents Comprising the Bid</td>
<td>16</td>
</tr>
<tr>
<td>12 Letter of Bid and Price Schedules</td>
<td>18</td>
</tr>
<tr>
<td>13 Alternative Bids</td>
<td>18</td>
</tr>
<tr>
<td>14 Bid Prices and Discounts</td>
<td>18</td>
</tr>
<tr>
<td>15 Currencies of Bid &amp; Payment</td>
<td>20</td>
</tr>
<tr>
<td>16 Documents Establishing the Eligibility and conformity of the Goods and Related Services</td>
<td>20</td>
</tr>
<tr>
<td>17 Documents Establishing the Eligibility &amp; Qualifications of the Bidder</td>
<td>21</td>
</tr>
<tr>
<td>18 Period of Validity of Bids</td>
<td>21</td>
</tr>
<tr>
<td>19 Bid Security</td>
<td>22</td>
</tr>
<tr>
<td>20 Format and Signing of Bid</td>
<td>23</td>
</tr>
<tr>
<td><strong>D. Submission and Opening of Bids</strong></td>
<td></td>
</tr>
<tr>
<td>21 Sealing and Marking of Bids</td>
<td>24</td>
</tr>
<tr>
<td>22 Deadline for Submission of Bids</td>
<td>24</td>
</tr>
<tr>
<td>23 Late Bids</td>
<td>24</td>
</tr>
<tr>
<td>24 Withdrawal, Substitution, and Modification of Bids</td>
<td>24</td>
</tr>
<tr>
<td>25 Bid Opening</td>
<td>24</td>
</tr>
<tr>
<td><strong>E. Evaluation and Comparison of Bids</strong></td>
<td></td>
</tr>
<tr>
<td>26 Confidentiality</td>
<td>25</td>
</tr>
<tr>
<td>27 Clarification of Bids</td>
<td>25</td>
</tr>
<tr>
<td>28 Deviations, Reservations, Omissions</td>
<td>25</td>
</tr>
<tr>
<td>29 Determination of Responsiveness</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>30</td>
<td>Nonconformities, Errors, and Omissions</td>
</tr>
<tr>
<td>31</td>
<td>Correction of Arithmetical Errors</td>
</tr>
<tr>
<td>32</td>
<td>Conversion to Single Currency</td>
</tr>
<tr>
<td>33</td>
<td>Margin of Domestic Preference</td>
</tr>
<tr>
<td>34</td>
<td>Evaluation of Bids</td>
</tr>
<tr>
<td>35</td>
<td>Comparison of Bids</td>
</tr>
<tr>
<td>36</td>
<td>Qualification of the Bidder</td>
</tr>
<tr>
<td>37</td>
<td>Purchaser’s Right to Accept Any Bid, and to Reject Any or All Bids</td>
</tr>
<tr>
<td></td>
<td><strong>F. Award of Contract</strong></td>
</tr>
<tr>
<td>38</td>
<td>Award Criteria</td>
</tr>
<tr>
<td>39</td>
<td>Purchaser’s Right to Vary Quantities at Time of Award</td>
</tr>
<tr>
<td>40</td>
<td>Notification of Award</td>
</tr>
<tr>
<td>41</td>
<td>Signing of Contract</td>
</tr>
<tr>
<td>42</td>
<td>Performance Security</td>
</tr>
</tbody>
</table>
Section I. Instructions to Bidders

A. General

1. Scope of Bid 1.1 The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name and identification number of lots (contracts) of this Rate Contract (RC) procurement are specified in the BDS.

1.2 Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “day” means calendar day.

2. Source of Funds 2.1 The Government of Rajasthan- Department of Horticulture (hereinafter called “Purchaser” on behalf of farmers) specified in the BDS.

3. Corrupt & Fraudulent Practices 3.1 The purchaser requires compliance regard to corrupt and fraudulent practices as set forth in Section VI.

4. Eligible Bidders 4.1 A Bidder may be a firm that is a private entity, or a government owned entity subject to ITB 4.5.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or

b. receives or has received any direct or indirect subsidy from another Bidder; or

c. has the same legal representative as another Bidder; or

d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

e. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or

f. any of its affiliates participated as a consultant in the preparation of
the design or technical specifications of the works that are the subject of the bid; or

g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Purchaser for the Contract implementation; or

h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any of its affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

i. has a close business or family relationship with a professional staff of the Purchaser who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the GoR throughout the procurement process and execution of the contract.

4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

4.4 NA.

4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser’s Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank’s satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.
4.7 Firms and individuals may be ineligible if so indicated in Section V and as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country, provided that the purchaser is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required.

4.8 A bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the GoR may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.

5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Documents

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Corrupt and Fraudulent Practices
PART 2 Supply Requirements

- Section VII. Schedule of Requirements

PART 3 Contract

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

6.2 The Invitation for Bids (IFB)/ Notice Inviting Bid (NIB) issued by the Purchaser is not part of the Bidding Document.

6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, minutes of pre-bid meeting (if any), or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 22.2.

8. Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser in accordance with ITB clause 6.3 The Purchaser shall also promptly publish the addendum on the Purchaser’s web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant
C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in Hindi or 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 into Hindi or English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Letter of Bid, in accordance with ITB Clause 12;
(b) Completed schedules, in accordance with ITB 12 and 14
(c) Bid Security, in accordance with ITB Clause 19.1, if required;
(d) Alternative bids, if permissible, in accordance with ITB 13;
(e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;
(f) documentary evidence in accordance with ITB Clause 17 establishing the Bidder’s qualifications to perform the contract if its bid is accepted;
(g) documentary evidence in accordance with ITB 17 establishing the Bidders eligibility to bid;
(h) documentary evidence in accordance with ITB Clause 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
(i) documentary evidence in accordance with ITB Clauses 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
(j) Manufacturer’s authorization form; and
(k) any other document **required in the BDS.**

11.2 The Bidder shall furnish in the Letter of Bid, information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid

11.3 Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement 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:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee Details</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee)</td>
<td>Proof of submission (Scan Copy)</td>
</tr>
<tr>
<td>2.</td>
<td>RISL Processing Fee (eProc)</td>
<td>Instrument/ Proof of submission (Scan Copy)</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security (EMD)</td>
<td>Instrument/ Proof of submission- As per Annexure -3 (Scan Copy)</td>
</tr>
<tr>
<td>Eligibility Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Last 5 Years Annual Turn Over Statement</td>
<td>As per Annexure -1</td>
</tr>
<tr>
<td>5.</td>
<td>Undertaking of bidder</td>
<td>As per Annexure-2</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder’s Authorisation Certificate</td>
<td>As per Annexure-4</td>
</tr>
<tr>
<td>7.</td>
<td>Declaration of Bidder regarding qualifications</td>
<td>As per Annexure-5</td>
</tr>
<tr>
<td>Technical Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Self-Declaration</td>
<td>As per Annexure-6</td>
</tr>
<tr>
<td>2.</td>
<td>Certificate Of Conformity/ No Deviation</td>
<td>As per Annexure-7</td>
</tr>
<tr>
<td>3.</td>
<td>Declaration By Bidder</td>
<td>As per Annexure-8</td>
</tr>
</tbody>
</table>
e) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter – Financial Bid</td>
<td>On bidder’s letter head duly signed by authorized signatory as per Annexure-9</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid</td>
<td>As per BoQ (.XLS) format available on e-Proc portal</td>
</tr>
</tbody>
</table>

f) 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.

12 Letter of Bid and Price Schedules

12.1 The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

13 Alternative Bids

13.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

14 Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

14.3 The price to be quoted in the Letter of Bid, in accordance with ITB 12.1, shall be the total price of the bid, excluding any discounts offered.

14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Letter of Bid in accordance with ITB 12.1.

14.5 Prices quoted by the Bidder shall be fixed during the Bidder’s performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment
during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.

14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms (2010 or latest), published by The International Chamber of Commerce.

14.8 Prices shall be quoted as specified in the Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser’s right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:

(a) **For Goods:**

   (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable), including all duties (customs, excise etc.) and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

   (ii) any vat, sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

   (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.

(b) **For the Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the**
SCHEDULE OF REQUIREMENTS:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.9 Deemed Export Benefits

Bidders may like to ascertain availability of excise or other duty exemption benefits, available for contracts. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Purchaser will not compensate the bidder.

Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary Certificates in terms of the Central Excise Notification -108/95 along with its bid in form at Serial. Number. 7 of Section IV Bidding Forms. Where the Purchaser issues such Certificates, Excise Duty will not be reimbursed separately.

If the Bidder has considered the Deemed Export Benefits in its bid, the Bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the Bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations in the deemed export benefits scheme will make the bid non responsive and hence liable to rejection.

15 Currencies of Bid & Payment

15.1 The Bidder shall quote the Price in Indian Rupees only.

16 Documents Establishing the Eligibility and conformity of the Goods and Related Services

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the
technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII Schedule of Requirements.

16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Purchaser.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII Schedule of Requirements.

17 Documents Establishing the Eligibility & Qualifications of the Bidder

17.1 To establish Bidder’s eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms

17.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its bid is accepted shall establish to the Purchaser’s satisfaction:

(a) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification

(b) (i) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer’s Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country;

(ii) Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.

(iii) that, if required in the BDS, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier’s maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;

(c) Bids from Joint Ventures are not acceptable

18 Period of

18.1 Bids shall remain valid for the period specified in the BDS after the
Validity of Bids

bid submission deadline date prescribed by the Purchaser in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 18.3.

18.3 NA

19 Bid Security

19.1 The Bidder shall furnish as part of its bid, a Bid Security, if required, as specified in the BDS.

19.2 Not used

19.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:

(a) at the bidder’s option, be in the form of either a certified check, demand draft, letter of credit, or a bank guarantee from a Nationalized /equivalent Bank in India.

(b) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 19.7 are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 18.2;

19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s furnishing of the Performance Security pursuant to ITB Clause 42.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
19.7 The Bid Security may be forfeited:

(a) if a Bidder

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or

(ii) does not accept the correction of errors in pursuance to ITB 31, or,

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 41; or

(ii) furnish a Performance Security in accordance with ITB Clause 42.

19.8 NA

19.9 If a bid security is not required in the BDS, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or does not accept the correction of errors pursuant to ITB 31; or

(b) if the successful Bidder fails to sign the Contract in accordance with ITB 41; or furnish a performance security in accordance with ITB 42;

the Purchaser may, if provided for in the BDS, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time as stated in the BDS.

20 Format and Signing of Bid

20.1 The Bidder shall prepare the documents comprising the bid as described in ITB Clause 11 and submit through e-proc. Alternative bids are not required.

20.2 The bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

20.3 NA

20.4. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
D. Submission and Opening of Bids

<table>
<thead>
<tr>
<th>21</th>
<th>Sealing, Marking and Submission of Bids</th>
<th>21.1 The Bidder shall enclose and upload all documents of the bid through e-proc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>21.2</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Deadline for Submission of Bids</td>
<td>22.1 Bids must be received by the Purchaser on e-proc and no later than the date and time specified in the BDS. Bidders submitting bids electronically shall follow the electronic bid submission procedures as specified in the BDS.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.</td>
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<tr>
<td></td>
<td></td>
<td>22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</td>
</tr>
<tr>
<td>23</td>
<td>Late Bids</td>
<td>23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected.</td>
</tr>
<tr>
<td>24</td>
<td>Withdrawal, Substitution, and</td>
<td>24.1 A 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.</td>
</tr>
<tr>
<td></td>
<td>Modification of Bids</td>
<td>24.2 NA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.</td>
</tr>
<tr>
<td>25</td>
<td>Bid Opening</td>
<td>25.1 Except as in the cases specified in ITB 23 &amp; 24, the Purchaser shall publicly open all bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend. Electronic bid opening procedures required to follow in accordance with ITB 22.1, shall be as specified in the BDS.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.</td>
</tr>
</tbody>
</table>
E. Evaluation and Comparison of Bids

26 Confidentiality

26.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract Award is communicated to all Bidders in accordance with ITB 40.

26.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

27 Clarification of Bids

27.1 To assist in the examination, evaluation, comparison of the bids and post-qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid, that changes the substance of the Bid or Bidder price shall not be considered. The Purchaser’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser’s request for clarification, its bid may be rejected.

28 Deviations, Reservations, Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) “Deviation” is a departure from the requirements specified in the Bidding Documents;

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents

29 Determination of Responsiveness

29.1 The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself as defined in ITB 11.
29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) If accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(b) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.2.1 Bids from Agents, without proper authorization from the manufacturer as per Section XII, shall be treated as non-responsive.

29.3.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

29.3.2 The Purchaser shall examine the bid to confirm that the Bidder has accepted all terms and conditions specified in GCC and the SCC without material deviations or reservations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 18), Warranty (GCC Clause 28), Force Majeure (Clause 32), Limitation of liability (GCC Clause 30), Governing law (GCC Clause 9) and Taxes & Duties (GCC Clause 17) will be deemed to be a material deviation. The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29.4 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30 Nonconformities, Errors, and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its
30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

31 Correction of Arithmetical Errors

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors if there is a discrepancy in the electronic bid sheet.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1 shall result in the rejection of the Bid. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and the Bid security may be forfeited.

32 Conversion to Single Currency

Not applicable.

33 Margin of Domestic Preference

Not applicable.

34 Evaluation of Bids

34.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria listed in this Clause. No other criteria or methodology shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.1;

(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;

(d) NA

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;

(f) The additional evaluation factors as specified in the BDS as per ITB 34.6 from amongst those set out in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the
conditions of contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria.

34.5 The Purchaser’s evaluation of a bid will exclude and not take into account:

(a) In the case of Goods manufactured in India or goods of foreign origin already located in India, vat, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 The Purchaser’s evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 34.2 (f).

35 Comparison of Bids

35.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 34.

36 Qualification of the Bidder

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated (plus two rate matching bidders) and substantially responsive bid meets the qualifying criteria specified in Section III evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB Clause 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s qualifications to perform satisfactorily.
<table>
<thead>
<tr>
<th>Rule</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>37.1</td>
<td>The Purchaser 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 thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</td>
</tr>
</tbody>
</table>

**F. Award of Contract**

| 38.1 | Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid (plus two matching L-1) and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. |

| 39.1 | At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents. |

| 40.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter called “Letter of Acceptance”) shall specify the sum that the purchaser will pay in consideration of the supply of Goods (hereinafter called “the Contract Price”). |

| 40.2 | At the same time the Purchaser shall publish at e-proc and in a website [http://www.horticulture.rajasthan.gov.in](http://www.horticulture.rajasthan.gov.in) the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. |

| 40.3 | The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected. |

| 40.4 | Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract. |

| 40.5 | Upon the successful Bidder’s furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.5 |
| 41 Signing of Contract | 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.  
41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser. |
| 42 Performance Security | 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X Contract forms, or another Form acceptable to the Purchaser. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily. |
SECTION II - BIDDING DATA SHEET (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<table>
<thead>
<tr>
<th>ITB Clause Reference</th>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 1.1</td>
<td>The Purchaser is: Commissioner, Horticulture Commissionrate of Horticulture, III floor, Pant Krishi Bhawan Jaipur-302005, (Rajasthan), INDIA on behalf of Farmers</td>
</tr>
<tr>
<td>ITB 1.1</td>
<td>The name and identification number of the RC is Rate Contract for Supply of Water Soluble Fertilizers (WSF) along with implementation of Fertigation and Foliar Fertilization Program on behalf of Farmers on their Fields in Rajasthan and No. ……</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The Procure-Entity is Government of Rajasthan: Department of Horticulture on behalf of Farmers</td>
</tr>
<tr>
<td>ITB 2.1</td>
<td>The name of the Project/ Program is: Fertigation/ Foliar fertilization Program</td>
</tr>
</tbody>
</table>

B. Contents of Bidding Documents

| ITB 7.1              | For Clarification of bid purposes only, the Purchaser’s address is: Commissioner, Horticulture Commissionrate of Horticulture, III floor, Pant Krishi Bhawan Jaipur-302005, (Rajasthan), INDIA Tel.No.0141-2227606; E-mail: jdh.ext.hort@rajasthan.gov.in |

C. Preparation of Bids

| ITB 11.1(k)          | The Bidder shall submit the following additional documents along with formats as under -  

1. Bidder shall submit copies of its original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.  
2. If the bidder is an authorized by manufacturer then the bidder shall also submit copies of original documents defining the constitution or legal status, place of registration |
and principal place of business of the company or firm or partnership, etc of the manufacturer as well.

3. The bidder should furnish the information on past ten year supplies of similar product and their satisfactory performance received from respective client.

<table>
<thead>
<tr>
<th>ITB 13.1</th>
<th>Alternative Bids shall not be considered.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB 14.5</td>
<td>The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.</td>
</tr>
<tr>
<td>ITB 14.8 (a) (iii)</td>
<td>Final destinations are farmers field in various villages in different districts of Rajasthan as specified in the Section – VI: Supply Requirements.</td>
</tr>
<tr>
<td>B 17.2 (b) (i)</td>
<td>Manufacturer’s authorization is: as per proforma in Section IV.</td>
</tr>
<tr>
<td>ITB 18.1</td>
<td>The bid validity period shall be 90 days.</td>
</tr>
</tbody>
</table>

**ITB 19.1**

1. Bid security for the micro, small and medium enterprises of Rajasthan shall be @ 0.5% (half percent) of estimated amount of concerned category to be supplied by them.
2. The bid security may be given in the form of a DD of scheduled bank (in favour of “Commissioner, Horticulture” payable at “Jaipur”) or deposit through eGRAS.
3. Bidder may apply for single or both categories and should consider the bid security accordingly for which he is applying by adding bid security of applied category.

| ITB 19.3 | The amount of the Bid Security shall be: for fertigation and foliar fertigation program, Rs.4.20 and 0.54 Lakh, respectively. |
| ITB 20.2 | The written confirmation of authorization to sign on behalf of the Bidder shall indicate the name and description of the documentation required to demonstrate the authority of the signatory to sign the Bid such as a Power of Attorney. |

**D. Submission and Opening of Bids**

**ITB 21.2 (c)**

Name of Goods/ services: Rate Contract for Supply of Water Soluble Fertilizers (WSF) along with implementation of Fertigation and Foliar Fertilization Program on behalf of Farmers on their Fields in Rajasthan and No. ……

**ITB 22.1**

For bid submission purposes, the Purchaser’s address is: 
**Commissioner, Horticulture**  
Commissionerate of Horticulture,  
III floor, Pant Krishi Bhawan  
Jaipur-302005, (Rajasthan), INDIA  
Tel.No.0141-2227606;  
E-mail: jdh.ext.hort@rajasthan.gov.in  
The deadline for the submission of bids is:  
Date: 27/11/2019  
Time: up to 2:00 PM

**ITB 22.1**

Bidders shall have the option of submitting their bids electronically.
### ITB 25.1

The bid opening shall take place at:

**Commissioner, Horticulture**
Commissionerate of Horticulture,
III floor, Pant Krishi Bhawan
Jaipur-302005, (Rajasthan), INDIA
Tel.No.0141-2227606;
E-mail: jd.hort@rajasthan.gov.in

The deadline for the submission of bids is:
Date:   
Time: at 2:30 PM

### ITB 25.3

The Letter of Bid, Price Schedules, and any modifications to the unit or total price shall be initialed by the representatives of the Purchaser conducting Bid opening.

### E. Evaluation and Comparison of Bids

#### ITB 34.1

1) **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:
   
i. bid is signed, as per the requirements listed in the bidding document;
   
ii. bid has been submitted as per instructions provided in the bidding document;
   
iii. bid is valid for the period, specified in the bidding document;
   
iv. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
   
v. bid is unconditional and the bidder has agreed to give the required performance security; and
   
vi. other conditions, as specified in the bidding document are fulfilled.
   

b) **Determination of Responsiveness**
   
i. 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.
   
ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
   
   - “deviation” is a departure from the requirements specified in the bidding document;
   
   - “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
   
   - “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 before the committee.

g) **Tabulation of Technical Bids**

\[i\] 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.

\[ii\] 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.

<table>
<thead>
<tr>
<th>ITB 34.2</th>
</tr>
</thead>
<tbody>
<tr>
<td>The bids will be evaluated for all items of each category (A. Fertigation and B. Foliar fertilization) as a single package, and the Contract will also comprise all items &amp; services.</td>
</tr>
</tbody>
</table>

1) **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).

d) The Rate Contract would be signed with **L-1 Bidders and maximum two other bidders** or as per need of COH who will match their rates with L-1 bidder rate under each item (Separate for each category ie. A. Fertigation and B. Foliar fertilization).

e) For matching of rate offer will be given first to **L-2 then L-3 if L-2 to L-3 de match to match the rate than offer will be given to L-4, L-5 and their in.**

f) Rate contract will be made on the lowest evaluated item wise rates of the bidders L-1 and subsequently two bidders who ready to match L-1.
2) **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 WSF 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 WSF agri-input required to be bided.

3) **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.

4) **Price/ Purchase Preference in evaluation:**
Price preference or purchase preference in procurement shall be as per applicable norms of State Govt.

5) **Negotiations**
As per prevailing RTPP Act.

6) **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.

**ITB 34.6**

The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:

(a) Deviation in delivery schedule: Adjustment as referred to in paragraph 1(a) of Section III will be applied to the bid price for bids offering delivery beyond the earliest delivery date (specified in Section VII - Schedule of Requirements) @ 0.5% per week or part of week. No credit will be given to deliveries before the earliest date and bids offering delivery after the final date (beyond 4 weeks) of stipulated delivery period will be treated as non-responsive.

(b) Deviation in payment schedule: No

(c) the cost of major replacement components, mandatory spare parts, and service: *Not Applicable*.

(d) the availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the bid: *Not Applicable*.

(e) the projected operating and maintenance costs during the life of the equipment: *‘Not Applicable’*.

(f) the performance and productivity of the equipment offered; *‘Not Applicable’*.

**F. Award of Contract**

**ITB 38.1** Contract will be awarded to L-1 and maximum two other bidder who matches L-1 for each category A and B

**ITB 39.1** The maximum percentage by which quantities may be increased is: As per actual demand of farmers in limit of budget provisions and prevailing provisions of GF&AR/RTPP.

The maximum percentage by which quantities may be decreased is: No commitment of quantity for a particular bidder/supplier, it will be as per beneficiary demand.

**ITB 41.1** The prescribed period may be relaxed by the purchaser on justified grounds.

**ITB 42.1** Expecting the equal chances of the farmers’ choice for all selected bidders, the equal share of performance security needs to be submitted by all the bidders in specified period. The bid security may be adjusted for performance security on mutual consent. The period may be relaxed by the purchaser on justified grounds. Also refer GCC 18.
SECTION III. EVALUATION AND QUALIFICATION CRITERIA

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder qualifies in accordance with ITB 34 & 36. No other criteria shall be used.

Contents

1. Evaluation Criteria (ITB 34)

2. Qualification Requirements (ITB 36)
1. Evaluation Criteria (ITB 34.6)

The Purchaser’s evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB Sub-Clause 34.2 (f) and in BDS referring to ITB 34.6, using the following criteria and methodologies.

(a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as non-responsive. Within this acceptable period, an adjustment, as specified in BDS Sub-Clause 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the “Earliest Delivery Date” specified in Section VII, Schedule of requirements.

(b) Deviation in payment schedule. Not Applicable

(c) Cost of major replacement components, mandatory spare parts, and service. Not Applicable

(d) Availability in the Purchaser’s Country of spare parts and after sales services for equipment offered in the bid. Not Applicable

(e) Projected operating and maintenance costs. Not Applicable

(f) Performance and productivity of the equipment. Not Applicable

(g) Specific additional criteria. Nil

2. Post-qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 35.1, the Purchaser shall carry out the post-qualification of the Bidder in accordance with ITB Clause 36, using only the requirements specified.

(a) Financial Capability:

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

1. The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): The bidder must have an annual financial turnover of Rs, 100.00 Lakh in any three of the past five years (from 2014-15 to 2018-19) for similar supply/services. The bidder shall furnish all financial details including audited and certified annual accounts for past five years (from 2014-15 to 2018-19).

(b) Experience and Technical Capacity:

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. The bidder should have executed and completed fertigation program of at least 500 ha in
last ten years in any Govt. Department/ University/ public sector/ private sector/ farmers field. The bidder shall submit the valid proof of supplies, execution and completion of fertigation/ Foliar Fertilization program from purchaser. The Bidder must furnish details of supplies made by him in the last ten years in proforma attached in Section IV.

2. The bidder should have at least 10 year experience of supply and execution of fertigation/ foliar fertilization with a presence in Rajasthan for at least 5 years. The bidder needs to submit a brief note of Experience in fertigation (< 500 words).

3. The bidder should have own manufacturing facilities or sole importer for WSF, the capacity should match with the requirements of bid. Bidder shall submit the related document of manufacturing facilities and capacity along with list of plant and machinery, outsourcing item, import items and firm (Name & Address of collaborator's firm).

4. The bidder must provide list of parallel list of purchasers/Farmers with all details justifying its capacity to perform the contract (if awarded) satisfactorily.

5. The bidder should have experienced technical team on board along with the supply network. Details of technical personal / Skilled manpower (Agronomist, Quality Control, Agricultural Chemist and others master trainer) and supply network to be submitted. The bidder shall submit list of experience technical team along with CV to impart the technology to the beneficiaries.

6. The bidder should have his own testing facility for WSF. Details of the testing facility and technical team to be submitted. Documents pertaining to various accreditation of own Firm and outsourcing firm are also to be submitted.

7. The bidder should have a regular track for testing of the manufactured/ imported WSF products. The bidder shall submit the latest testing certificate from a reputed laboratory for purity and quality of the fertilizer.

8. The bidder shall submit the crop/ variety/ growth stage wise proposed calendar/ chart/ schedule of fertigation/ foliar fertilization.

9. The bidder shall submit the supportive research paper of increase the production (Yield) of different crops. The bidder shall also submit a commitment regarding the incremental yield.

10. Sale License of fertilizers in State of Rajasthan under FCO.
SECTION IV – BIDDING FORMS

Table of Forms

<table>
<thead>
<tr>
<th>Form</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Bid</td>
<td>41</td>
</tr>
<tr>
<td>2. BIDDER Information Form</td>
<td>43</td>
</tr>
<tr>
<td>3. PRICE SCHEDULE AS per Schedule of Requirements</td>
<td>45</td>
</tr>
<tr>
<td>4. Form of Bid Security</td>
<td>46</td>
</tr>
<tr>
<td>5. Manufacturer’s Authorization</td>
<td>47</td>
</tr>
<tr>
<td>6. DECLARATION for Claiming Excise Duty Exemption</td>
<td>48</td>
</tr>
<tr>
<td>7. Performa FOR PERFORMANCE Statement</td>
<td>49</td>
</tr>
</tbody>
</table>
1. LETTER OF BID

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder’s complete name and address.

Date: [insert date (as day, month and year) of Bid Submission]
RC No.: [insert number of bidding process]
Invitation for Bid No.: [insert No of IFB]

To
Commissioner, Horticulture
Commissionerate of Horticulture
Pant Krishi Bhawan
Jaipur-302005, Rajasthan

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No. issued in accordance with ITB 8: [insert the number and issuing date of each Addenda];
(b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
(c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser’s country in accordance with ITB 4.6
(d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Supply of Water Soluble Fertilizers For Fertigation For 33 District units;
(e) The total price of our Bid, excluding any discounts offered in item
(f) The discounts: NA
(g) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
(i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13
(j) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Govt., under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
(k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹
(l) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

¹Bidder to use as appropriate
Name of Recipient

________________________

Address

________________________

Reason

________________________

Amount

________________________

(If none has been paid or is to be paid, indicate “none.”)

(m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

(p) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

Name of the Bidder [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.
2. **BIDDER INFORMATION FORM**

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission]

RC No.: [insert number of bidding process]

Page _______ of_______ pages

<table>
<thead>
<tr>
<th>1. Bidder’s Legal Name</th>
<th>[insert Bidder’s legal name]</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Bidder’s actual or intended Country of Registration:</td>
<td>[insert actual or intended Country of Registration]</td>
</tr>
<tr>
<td>3. Bidder’s Year of Registration:</td>
<td>[insert Bidder’s year of registration]</td>
</tr>
<tr>
<td>4. Bidder’s Legal Address in Country of Registration:</td>
<td>[insert Bidder’s legal address in country of registration]</td>
</tr>
<tr>
<td>5. Bidder’s Authorized Representative Information</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>[insert Authorized Representative’s name]</td>
</tr>
<tr>
<td>Address:</td>
<td>[insert Authorized Representative’s Address]</td>
</tr>
<tr>
<td>Telephone/Fax numbers:</td>
<td>[insert Authorized Representative’s telephone/fax numbers]</td>
</tr>
<tr>
<td>Email Address:</td>
<td>[insert Authorized Representative’s email address]</td>
</tr>
<tr>
<td>6. Attached are copies of original documents of:</td>
<td>[check the box(es) of the attached original documents]</td>
</tr>
<tr>
<td>□ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.3.</td>
<td></td>
</tr>
<tr>
<td>□ In case of government owned entity from the Purchaser’s country, documents establishing legal and financial autonomy and compliance with commercial law and not dependent agency of purchaser, in accordance with ITB Sub-Clause 4.5.</td>
<td></td>
</tr>
<tr>
<td>□ Included are the organizational chart, a list of Board of Commissioners, and the beneficial ownership</td>
<td></td>
</tr>
</tbody>
</table>
Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]
### 3. PRICE SCHEDULE AS PER SCHEDULE OF REQUIREMENTS

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Description of Goods **</th>
<th>Delivery Date</th>
<th>Quantity and physical unit in Kg.</th>
<th>Unit price EXW [including inland transportation and other services required to convey the Goods to their final destination, excluding taxes if any]</th>
<th>Total EXW price per line item [including inland transportation and other services required to convey the Goods to their final destination, excluding taxes if any] (Col. 4×5)</th>
<th>GST payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii))</th>
<th>Total Price per line item (Col. 6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert number of the item]</td>
<td>[insert name of Good]</td>
<td>[insert quoted Delivery Date]</td>
<td>[insert number of units to be supplied and name of the physical unit]</td>
<td>[insert EXW unit price]</td>
<td>[insert total EXW price per line item]</td>
<td>[insert sales and other taxes payable per line item if Contract is awarded]</td>
<td>[insert total price per item]</td>
</tr>
</tbody>
</table>

**Supply of Water Soluble Fertilizer for Fertigation and foliar fertilization**

<table>
<thead>
<tr>
<th>Line Item No</th>
<th>Description of Goods **</th>
<th>Delivery Date</th>
<th>Quantity and physical unit in Kg.</th>
<th>Unit price EXW [including inland transportation and other services required to convey the Goods to their final destination, excluding taxes if any]</th>
<th>Total EXW price per line item [including inland transportation and other services required to convey the Goods to their final destination, excluding taxes if any] (Col. 4×5)</th>
<th>GST payable per item if Contract is awarded (in accordance with ITB 14.8(a)(ii))</th>
<th>Total Price per line item (Col. 6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Qty.**

<table>
<thead>
<tr>
<th>Training Fee for Providing Technical Know How for Fertigation</th>
<th>……% of total cost of input</th>
</tr>
</thead>
</table>

**Total Price**

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

---

Date: _______________________
RC No: _____________________
Page No ______ of ______
4. FORM OF BID SECURITY

(As Demand Draft has sought for Bid Security, hence Bank Guarantee format not required)
5. Manufacturer’s Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: [insert date (as day, month and year) of Bid Submission]
RC No.: [insert number of bidding process]
Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer’s factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract against the above IFB.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm against this IFB.

No company or firm or individual other than M/s. ____________________ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB. [This para should be deleted for simple items where manufacturers normally sell the product through different stockists].

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]
Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on ____________ day of __________________, _______ [insert date of signing]
6. DECLARATION FOR CLAIMING EXCISE DUTY EXEMPTION

(DoH)

Bid No. ……………………..
Description of item to be supplied ……………………………………………………………………
.............................................................................................................................

(Information for issue of certificate for claiming exemption of Excise Duty (ED) in terms of Central excise notification No. 108/95)

(Bidder’s Name and Address): To

………………………………………

(Name of Purchaser)

Dear Sir:

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of necessary certificate in terms of Central Excise notification no 108/95 read along with all subsequent amendments including the amendment dated 01-03-2008.

   (i) Ex-factory price per unit on which ED is payable: *Rs. ________________

   (ii) No of Units to be supplied:

       ___________________________________________________

   (iii) Total cost on which ED is payable (Rs.) ________________

(The requirements listed above are as per Current notifications. These may be modified, as necessary, in terms of the rules in force)

(Signature) _______________________
(Printed Name) ___________________
(Designation) ___________________
(Common Seal) ___________________

* Please attach details item-wise with cost, if there are more than one items. The figures indicated should tally with what is given in the price schedule.
7. **PERFORMA FOR PERFORMANCE STATEMENT**

[Please see ITB Clause 36.2 and Section III-
Evaluation and Qualification Criteria]

Proforma for Performance Statement (for a period of last 10 years)

Bid No. _______  Date of opening ____________  Time

__________ Hours

Name of the Firm __________________________________

<table>
<thead>
<tr>
<th>Order placed by (full address of Purchaser)</th>
<th>Order No. and date</th>
<th>Description and quantity of ordered WSF</th>
<th>Value of order</th>
<th>Date of completion of delivery</th>
<th>Remarks indicating reasons for late delivery, if any</th>
<th>Has the WSF/ project been satisfactorily completed? (Attach a certificate from the Purchaser/Consignee)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per contract Actual</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
</tr>
</tbody>
</table>

Signature and seal of the Bidder ________________________________
ANNEXURES

ANNUAL TURN OVER STATEMENT

The Category-wise annual Turn-over M/s.........................for the 05 years are given below & certified that the statement is true and correct:-

<table>
<thead>
<tr>
<th>S.N</th>
<th>Years</th>
<th>Name of the product</th>
<th>Turnover in Lakhs (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2014-15</td>
<td>WSF and execution of fertigation/ foliar fertilization</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>2015-16</td>
<td>WSF and execution of fertigation/ foliar fertilization</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2016-17</td>
<td>WSF and execution of fertigation/ foliar fertilization</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>2017-18</td>
<td>WSF and execution of fertigation/ foliar fertilization</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>2018-19</td>
<td>WSF and execution of fertigation/ foliar fertilization</td>
<td></td>
</tr>
</tbody>
</table>

Date: 
Signature of Auditor/ Chartered Accountant 
Seal (Name in Capital)

Note - Please enclose audited statements of accounts of relevant year's.
**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, Horticulture, Pant Krishi Bhawan, Jaipur for supply of WSF and implementation fertigation/ foliar fertication. I/we are agreed with all term and conditions.

2. I/we are participated as a manufacturer/ sole importer in rate contract process.

3. The approved rate will be valid for the financial year 2019-20 (or further agreed period) and I/we will not sale the product below the approved rate in Rajasthan State.

4. The detail of documents submitted by me/us are as follows:

<table>
<thead>
<tr>
<th>SN</th>
<th>Enclosure</th>
<th>Page No.</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original RFP/ bidding document with terms and conditions signed with seal (1 to ....) - Scan Copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bidding Document Fee Rs. 1000/- Scan Copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Processing Fee Rs. 1000/- Scan Copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bid Security (Bank guarantee / DD) - Scan Copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>GST registration certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PAN no.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Last 5 year annual turn-over statement as per Annexure -1 (year i.e. 2014-15, 2015-16, 2016-17, 2017-18 &amp; 2018-19)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Valid proof of supplies, execution and completion of fertigation/ Foliar Fertilization program from purchaser (Perf. 7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Details of supplies made by him in the last ten years (Perf. 7)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Brief note of Experience in fertigation (&lt; 500 words)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Document related to manufacturing facilities and capacity along with list of plant &amp; machinery, outsourcing item, import items and firm (Annex. 14)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>List of parallel list of purchasers/Farmers with all details justifying its capacity to perform the contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Details of technical team along with qualification, specialization, experience and CV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Document related to own testing facility and QC staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Documents pertaining to various accreditation of own Firm and outsourcing firm are also to be submitted.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Latest testing certificate from a reputed laboratory for purity and quality of the fertilizer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>p/ variety/ growth stage wise calendar/ chart.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Supportive research paper of increase the production (Yield) of different crops and a commitment regarding the incremental yield.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>List of distributors/dealer network of manufacturer in the State, if bidder made supply through distributor or dealer</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
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<tr>
<td>---</td>
<td>----------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>18</td>
<td>Copy of manufacturing licence/Sale Licence/ SOA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Certificate issued by Industries Deptt. for manufacturing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>The list of product for which participated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Certificate issued by competent authority for small scale industries of</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rajasthan and sick industries other than small scale industries as per</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RTPP Rule 2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Positive Net worth of bidder for the financial year 2017-18 or 2018-19(</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CA certificate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Annexure 4, 5, 6, 7, 8, 11, 12 &amp; 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Legal Entity-Copy of Certificates of incorporation / partnership deed/</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>affidavit of proprietorship/ Certificates of registration in cooperative</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>societies act.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of proposer with Seal

**ANNEXURE-3**

**BANK GUARANTEE FORMAT**

**BANK GUARANTEE FORMAT –SECURITY DEPOSIT (BG)**

Not required as the SD sought in Demand Draft
ANNEXURE-4

BIDDER’S AUTHORIZATION CERTIFICATE

{TO BE FILLED BY THE BIDDER}

To,
{Bidding entity},
_________________________________.
_________________________________.

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: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: ______________

Verified Signature:
Declaration by the Bidder regarding qualifications

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 Commissioner, Horticulture 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 commissioners and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules, and the Bidding Document, which materially affects fair competition;

Date
Place
Signature of bidder
Name
Designation
Address
SELF-DECLARATION
{TO BE FILLED BY THE BIDDER}

To,
{Bidding entity},

______________________________

In response to the RC/ NIB Ref. No. ____________________________ dated ____________ for {Project Title}, as an Owner/ Partner/ Commissioner/ 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 commissioners 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: ______________
I/ We declare that I am/we are Manufacturers (or sole importer)/ 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: RC/ NIB No. :___________________________________ Dated:__________

Dear Sir,

1. 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.

2. 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.

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

4. 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.

5. 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.

6. 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.

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

8. 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

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. As part of the selection process of this Rate Contract, DOH intends to schedule maximum 3 bidders for each WSF input on L-1 price. In case of increased demand of a particular input or scheduled bidders failed to supply the required quantity of the input Commissioner, Horticulture, GoR will have the right to increase the schedule number of bidders for supplying WSF/ agri-inputs.
4. The Rate Contract Agreement shall be signed with 3 or more Bidders at L1 price under each input
5. 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 farmers field at the same price as quoted in the financial bid as and when required.
6. Bidder should submit packing wise unit cost of every product, falling to which bid will not be considered for that particular product.
7. Bidder should fill in each column which applicable to him of BOQ if not applicable please leave blank do not fill "0" .
8. Bidder should submit tax exemption certificate in particular products if any.

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

Name of Work: Rate Approval for Supply of ...............  

<table>
<thead>
<tr>
<th>Contract No.</th>
<th>Name of the manufacturer:</th>
<th>Dated :-</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>S.N.</th>
<th>Item Description</th>
<th>Estimated Quantity (No. of packing)</th>
<th>Packing Size</th>
<th>Basic price per unit in Rs.</th>
<th>GST in Rs. per unit (If applicable)</th>
<th>Total Cost per unit including GST in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
</tbody>
</table>
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 (or __________) 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 RC/ NIT Ref. No. __________________________ dated _____________ and RFP/ Bidding document dated ________ issued by DoH 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 ______________, 2018.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>()</td>
<td>Commissioner, Horticulture</td>
</tr>
<tr>
<td>Designation:<strong><strong><strong><strong><strong><strong><strong>, M/s</strong></strong></strong></strong></strong></strong></strong> Company:</td>
<td>Commissionerate of Horticulture</td>
</tr>
<tr>
<td>In the presence of:</td>
<td>In the presence of:</td>
</tr>
<tr>
<td>()</td>
<td>()</td>
</tr>
<tr>
<td>Designation:</td>
<td>Designation:</td>
</tr>
<tr>
<td>Company:</td>
<td></td>
</tr>
</tbody>
</table>

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</tr>
</thead>
<tbody>
<tr>
<td>Designation:</td>
<td>Designation:</td>
</tr>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
</tbody>
</table>
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/ sole importer of------------------------ for which Manufacturing License/
   Sale License/ SOA/ Import license No. ----------------valid upto---------------- have been issued by------
   ----------------(Licensing Authority /Authorized Officer).

2. I/We will supply the quality product as per the 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. The WSF would be supplied as per the departmental specifications. The after sale service will be provided to the farmers free of cost by manufacturer/ authorized dealer for the period of one year.

5. 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.

6. 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 black listed.

7. The process of work disposal will be as per the guidelines issued by Department time to time.

Signature of affirming person

Verification

I/We,...................................................................................................................(Name of Proposer)
address..........................................................................................................................as a commissioner/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 No ……..of ……………
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
## TECHNICAL SPECIFICATIONS AND STANDARDS

<table>
<thead>
<tr>
<th>Category</th>
<th>Name of WSF/ Agri. input</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
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</tr>
</tbody>
</table>
**LIST OF PLANT MACHINERY & EQUIPMENT FOR WSF**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of plant machinery and equipment</th>
<th>Location</th>
<th>Manufacturing capacity</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

**DETAILS OF IMPORT CAPACITY**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item of import</th>
<th>Firm and Location/ country</th>
<th>Import capacity</th>
<th>Import license and Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
**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:

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Query / Clarification Sought:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Suggestion/ Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*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
LIST OF TECHNICAL TEAM

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Qualification</th>
<th>Experience</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Section V. – Eligible Countries

Public Information Center

Eligibility for the Provision of Goods, Works and Non Consulting Services in Government Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1:
Under ITB 4.7(b) and 5.1:
SECTION VI. INSTRUCTIONS - CORRUPT AND FRAUDULENT PRACTICES

‘Fraud and Corruption:

1.16 It is to require that, bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.2 In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;3

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;4

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;5

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;6

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.

2 In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

3 For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

4 For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

5 For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

6 For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.
(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Purchaser or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Purchaser having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its prequalification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Purchaser.

7 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

8 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its prequalification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Purchaser.
SECTION VII – SCHEDULE OF REQUIREMENTS

1. List of Goods and Delivery Schedule ................................................................. 73
2. Technical Specifications ....................................................................................... 76
3. Drawings- N/A ..................................................................................................... 79
4. Inspections and Tests .......................................................................................... 79
5. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL INSTALLATION AND STARTUP OF THE SUPPLIED GOODS ................. 80
Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB 39.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the Incoterms rules (i.e., EXW, or CIP, terms—that “delivery” takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

2.
# 1. List of Goods and Delivery Schedule

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Goods/ Services</th>
<th>Estimated Quantity (Kg.)</th>
<th>Final (Site) Destination as specified in BDS</th>
<th>Delivery (as per Incoterm) Date</th>
<th>Earliest Delivery Date</th>
<th>Latest Delivery Date</th>
<th>Bidder’s offered Delivery date [to be provided by the bidder]</th>
<th>Bid Security in Indian Rupees (Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>&quot;A&quot; Fertigation Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>(17:44:00) Farmers field in various districts of Rajasthan*</td>
<td>207</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(12:61:00) Calcium Nitrate (Ca 18.8+N 15.5)</td>
<td>36325</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(19:19:19) Calcium Nitrate</td>
<td>56572</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>(00:52:34) Calcium Nitrate</td>
<td>440</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>(13:05:26) Calcium Nitrate</td>
<td>13298</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(13:40:13) Calcium Nitrate</td>
<td>22422</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>(13:00:45) Calcium Nitrate</td>
<td>27875</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>8</td>
<td>00:00:50 + 18 % S</td>
<td>46914</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Calcium Nitrate (Ca 18.8+N 15.5)</td>
<td>16321</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10</td>
<td>Boron (DOT 20%)</td>
<td>4148</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total &quot;A&quot;</td>
<td></td>
<td>224520</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>&quot;B&quot; Foliar Fertilization Program</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>(13:40:13) Calcium Nitrate</td>
<td>63</td>
<td>20 Days</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>00:52:34 Calcium Nitrate</td>
<td>875</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>00:00:50+18% S</td>
<td>875</td>
<td></td>
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<tr>
<td>4</td>
<td>Calcium Nitrate</td>
<td>2375</td>
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<td></td>
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</tr>
<tr>
<td>5</td>
<td>30:10:10 Calcium Nitrate</td>
<td>375</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6</td>
<td>13:00:45 Calcium Nitrate</td>
<td>5000</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>05:40:28 Calcium Nitrate</td>
<td>1125</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>PMS</td>
<td>1250</td>
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<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>9</td>
<td>DOT Bor- 20%</td>
<td>125</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>10</td>
<td>Multi-Micronutrient Mixture Liquid/ WSF</td>
<td>6138</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>11</td>
<td>MgSO4 (Hepta hydrate) Kg</td>
<td>906</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Total &quot;B&quot;</td>
<td></td>
<td>19106</td>
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</table>
## Project Site - List of District units

<table>
<thead>
<tr>
<th>S.No.</th>
<th>District unit</th>
<th>District level officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ajmer</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>2</td>
<td>Alwar</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>3</td>
<td>Banswara</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>4</td>
<td>Baran</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>5</td>
<td>Barmer</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>6</td>
<td>Bharatpur</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>7</td>
<td>Bhilwara</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>8</td>
<td>Bikaner</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>9</td>
<td>Bundi</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>10</td>
<td>Chittorgarh</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>11</td>
<td>Churu</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>12</td>
<td>Dausa</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>13</td>
<td>Dholpur</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>14</td>
<td>Dungarpur</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>15</td>
<td>Hanumangarh</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>16</td>
<td>Jaipur</td>
<td>Deputy Commissioner, Horticulture</td>
</tr>
<tr>
<td>17</td>
<td>Jaisalmer</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>18</td>
<td>Jalore</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>19</td>
<td>Jhalawar</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>20</td>
<td>Jhunjhanu</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>21</td>
<td>Jodhpur</td>
<td>Deputy Commissioner, Horticulture</td>
</tr>
<tr>
<td>22</td>
<td>Karauli</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>23</td>
<td>Kota</td>
<td>Deputy Commissioner, Horticulture</td>
</tr>
<tr>
<td>24</td>
<td>Nagaur</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>25</td>
<td>Pali</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>26</td>
<td>Pratapgarh</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>27</td>
<td>Rajsamand</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>28</td>
<td>Sawai Madhopur</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>29</td>
<td>Sikar</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>30</td>
<td>Sirohi</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>31</td>
<td>Sri Ganganagar</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>32</td>
<td>Tonk</td>
<td>Assistant Commissioner, Horticulture</td>
</tr>
<tr>
<td>33</td>
<td>Udaipur</td>
<td>Deputy Commissioner, Horticulture</td>
</tr>
</tbody>
</table>
**Estimated area under different crops**

**FERTIGATION PROGRAM**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Crops/Grade</th>
<th>Estimated Area (ha)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>(A) Vegetables Crops</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tomato</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Chili</td>
<td>50</td>
</tr>
<tr>
<td>3</td>
<td>Brinjal</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>Cucurbits</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Cole Crops (Cabbage, Cauliflower)</td>
<td>50</td>
</tr>
<tr>
<td>6</td>
<td>Okra</td>
<td>4</td>
</tr>
<tr>
<td>7</td>
<td>Green Peas</td>
<td>10</td>
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<tr>
<td>8</td>
<td>Onion</td>
<td>5</td>
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<tr>
<td>9</td>
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<td>5</td>
</tr>
<tr>
<td>10</td>
<td>Potato</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>Cotton</td>
<td>1</td>
</tr>
<tr>
<td>12</td>
<td>Castor</td>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
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<table>
<thead>
<tr>
<th>(B) Fruits Crops</th>
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<tbody>
<tr>
<td>1</td>
<td>Pomegranate</td>
<td>125</td>
</tr>
<tr>
<td>2</td>
<td>Guava</td>
<td>80</td>
</tr>
<tr>
<td>3</td>
<td>Ber</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Aonla</td>
<td>10</td>
</tr>
<tr>
<td>5</td>
<td>Citrus (Mandarin, Kinnow &amp; Lime)</td>
<td>80</td>
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<tr>
<td>6</td>
<td>Date Palm</td>
<td>50</td>
</tr>
<tr>
<td>7</td>
<td>Mango</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Papaya</td>
<td>5</td>
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<td><strong>Total</strong></td>
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<td><strong>365</strong></td>
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<table>
<thead>
<tr>
<th>(C) Protected</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tomato</td>
<td>0.6</td>
</tr>
<tr>
<td>2</td>
<td>Capsicum</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Cucumber</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>Rose</td>
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</tr>
<tr>
<td>5</td>
<td>Gerbera</td>
<td>0.2</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>10</strong></td>
</tr>
<tr>
<td><strong>G.T</strong></td>
<td></td>
<td><strong>575</strong></td>
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**FOLIAR FERTILIZATION PROGRAM**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Crop</th>
<th>Area</th>
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<tr>
<td>1</td>
<td>Green pea, Cole crops, leguminous crops</td>
<td>50</td>
</tr>
<tr>
<td>2</td>
<td>Fruity vegetables</td>
<td>50</td>
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<tr>
<td>3</td>
<td>Spice crops</td>
<td>100</td>
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<td>4</td>
<td>Perennial Fruit crops</td>
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<td><strong>G.T</strong></td>
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<td><strong>480</strong></td>
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2. TECHNICAL SPECIFICATIONS

The Bidder has to prepare a comparison sheet as below –

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Item/ Water Soluble Fertilizer (WSF)</th>
<th>Required Specifications as per the Bid Document</th>
<th>Bidder’s Offered Specifications</th>
<th>Remarks/ Deviations, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>&quot;A&quot; Fertigation Program</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>(17:44:00)</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(12:61:00)</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(19:19:19)</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>(00:52:34)</td>
<td>WSF grade as per FCO</td>
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</tr>
<tr>
<td>5</td>
<td>(13:05:26)</td>
<td>WSF grade as per FCO</td>
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<tr>
<td>6</td>
<td>(13:40:13)</td>
<td>WSF grade as per FCO</td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>(13:00:45)</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>00:00:50 + 18 % S</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Calcium Nitrate (Ca 18.8+N 15.5)</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Boron (DOT 20%)</td>
<td>WSF grade as per FCO</td>
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<td></td>
</tr>
<tr>
<td><strong>&quot;B&quot; Foliar Fertilization Program</strong></td>
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<td></td>
</tr>
<tr>
<td>1</td>
<td>(13:40:13)</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>00:52:34</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>00:00:50+18% S</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Calcium Nitrate</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>30:10:10</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>13:00:45</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>05:40:28</td>
<td>WSF grade as per FCO</td>
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<td>8</td>
<td>PMS</td>
<td>WSF grade as per FCO</td>
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<td>DOT Bor- 20%</td>
<td>WSF grade as per FCO</td>
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</tr>
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<td>10</td>
<td>Multi-Micronutrient Mixture Liquid</td>
<td>WSF grade as per FCO/ State Notification</td>
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</tr>
<tr>
<td>11</td>
<td>MgSO4 (Hepta hydrate) Kg</td>
<td>WSF grade as per FCO</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Supply Requirement

Water soluble Fertilizer

1. The Bidder/ Supplier should possess a valid license for supply of fertilizers in Rajasthan.

2. Submit the valid license/ renewed license within stipulated period of validity

3. All Water soluble should conform to Fertilizer grade as per FCO

4. The supply needs to be made in different size of the packing according to the need of the ferti-kit for the particular beneficiary/ crop/ area.

5. The supplier shall be responsible to send the fertilizers at the farmer’s field with proper packing as per the direction given by the district unit/ program requirement of the concerned districts.

6. No extra cost for packing and transportation shall be given.

Providing Technical know-how for the fertigation:

The technical know-how should be comprehensive in nature and include all aspects/ features/ subjects for successful fertigation with drip in different crops in DOH District units. The interested Agro-consultancy firms/ companies shall provide production related know how technical knowledge in the following manner:

1. Technical know-how for successful fertigation techniques, combination of fertilizer, requirement as per crop/ variety/ growth stages.

2. Provide the operational, agronomical practices and maintenance manual for drip/ fertigation equipment’s in Hindi with farmers friendly language.

3. Develop training material (including sufficient number of printed booklets, CDs, etc.) in local language. The same shall be first submitted to Employer for review and approval. Once the document is approved, Contractor shall provide hands-on training/ orientation in village/District unit, where Contractor has supplied the Water soluble fertilizer. Contractor shall provide training on-site or shall organize at centralized location regarding all the aspects of the technique are required to be conducted by the supplying firm.

4. Any other works technical know-how related to successful fertigation technique.

Implementation arrangements:

The specified areas of responsibilities of DOH, Supplier and beneficiary are as under:

For Department-DOH:

i. Agreement with Supplier for the execution of project for supply of WS fertilizers and providing technical knowhow.

ii. Identification of beneficiaries/ Foliar fertigation.

iii. Disbursal of payments.

iv. Monitoring of efficacy of the project.

For bidder/ manufacturer/ supplier:

i. Supply of fertilizer (ferti-kits) along with technical know how

ii. Crop specific chart of fertigation

iii. training to the user on upkeep of the system

iv. Field day for vicinity farmers at demonstration plot to extend the technology
For user:
i. Providing specific crop on drip irrigation system along with fertigation facility
ii. Routine maintenance of the system and adoption of practice suggested.

**Quality Control.**
a. Frequent surveillance by inspection teams comprising competent authority may be a regular feature under the DOH. They may draw random samples periodically from the field. Provision of third party inspection from any authentic agency may also be kept so as to take samples and the testing done from a reputed test houses for the same purpose.
b. The manufacturer should take the responsibility for any disputes arising from the supply of their product through their agents.
c. The manufacturers have to produce their Internal Quality Assurance and Quality Control (QAQC) plan, details of manufacturing process and manufacturing plant & machinery, testing procedures of inputs & manufacturing process, Quality audit system and Internal Quality Assurance and Quality Control Manual.
d. Manufacturing unit (factory) may be inspected before approval or as and when competent authority, feels necessary to ensure the performance and quality of the product.
e. The competent authorities of Department of Agriculture may make routine/ on request sampling/ inspection as per FCO.

**Implementation Process**

The program will be executed to promote the fertigation/ foliar fertilization technology at farmers’ field on subsidy where beneficiary contribution will be 25% and the rest 75% would be the government assistance/ subsidy. However, 100% cost of technical back up/ training will be borne by subsidy.

1. Application by beneficiary farmer indicating the choice of supplier firm.
2. Administrative sanction in favor of eligible farmers by concerned district unit indicating their choice of bidder.
3. Beneficiary share by the farmer.
4. Supply of ferti-kit and technical literature by the supplier to beneficiary in presence of departmental official within 20 days of submission of farmers share/ work order..
5. Physical verification on the day of supply by departmental official.
6. Random inspection and feedback by district/ division/ state level authorities.
7. Regular training / technical backup to the beneficiary by the supplier.
8. Two stage payment of subsidy to the suppliers by department viz. 1. At the time of supply- 55% and 2. At completion of program/ training/ crop- 20%. 
3. DRAWINGS- N/A

4. INSPECTIONS AND TESTS

**Inspection at site after successful supplied:**

(a) The purchaser will inspect/test the product after delivery at the site.

(b) The inspection/test will be conducted by competent authority and the competent authority shall inspect and make recommendations for acceptance of goods offered by the supplier.

(c) Manufacturing unit (factory)/ point may be inspected before approval or as and when competent authority feels necessary to ensure the performance and quality of the product.

(d) A random sampling will be performed from the manufacturing unit/farmers site/supplier godown as and when required, to ascertain the quality of supplies. Provision of third party inspection from any authentic agency will also be kept so as to take samples and the testing done from a reputed test house for the same purpose. If three samples of any manufacturer fail, the agreement of the same will be withdrawn or punished as clause of agreement.
5. PROFORMA OF CERTIFICATE FOR ISSUE BY THE PURCHASER AFTER SUCCESSFUL SUPPLY AND USE OF THE SUPPLIED GOODS

[This is to be attached for supply and implementation contracts]

No. Date:

M/s.

Sub: Certificate of startup of the supplied Goods

1. This is to certify that the good/s (fertikits) as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been distributed to the concerned farmers for the use as per technical norms.

   (a) Contract No. ________________________ dated ________________________
   (b) Name of the consignee ____________________________________________
   (c) Description of the goods _________________________________________
   (d) Quantity _______________________________________________________

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of goods/ fertigation</th>
<th>Quantity (kg)</th>
<th>Packing size</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

3. Details of accessories/spares not yet supplied and recoveries to be made on that account.

   S. No. Description Amount to be recovered

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily. * or The supplier has failed to fulfill his contractual obligations with regard to the following:
   (a)
   (b)

5. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

   Signature _________________________
   Name ______________________________
   Designation with Stamp ______________

* Explanatory notes for filling up the certificates:
(a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.

(b) He has supervised the startup of the plan in time i.e., within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the plant.

(c) Training of personnel has been done by the supplier as specified in the contract

(d) In the event of documents/drawings having not been supplied or installation and startup of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.
SECTION VIII – GENERAL CONDITIONS OF CONTRACT
# Section VIII. General Conditions of Contract

## Table of Clauses

<table>
<thead>
<tr>
<th>Clause</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Definitions</td>
<td>85</td>
</tr>
<tr>
<td>2.</td>
<td>Contract Documents</td>
<td>86</td>
</tr>
<tr>
<td>3.</td>
<td>Corrupt &amp; Fraudulent Practices</td>
<td>86</td>
</tr>
<tr>
<td>4.</td>
<td>Interpretation</td>
<td>86</td>
</tr>
<tr>
<td>5.</td>
<td>Language</td>
<td>87</td>
</tr>
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<td>6.</td>
<td>Deleted</td>
<td>87</td>
</tr>
<tr>
<td>7.</td>
<td>Eligibility</td>
<td>87</td>
</tr>
<tr>
<td>8.</td>
<td>Notices</td>
<td>87</td>
</tr>
<tr>
<td>9.</td>
<td>Governing Law</td>
<td>87</td>
</tr>
<tr>
<td>10.</td>
<td>Settlement of Disputes</td>
<td>87</td>
</tr>
<tr>
<td>11.</td>
<td>Inspections and Audit by the Bank</td>
<td>88</td>
</tr>
<tr>
<td>12.</td>
<td>Scope of Supply</td>
<td>88</td>
</tr>
<tr>
<td>13.</td>
<td>Delivery and Documents</td>
<td>88</td>
</tr>
<tr>
<td>14.</td>
<td>Supplier’s Responsibilities</td>
<td>88</td>
</tr>
<tr>
<td>15.</td>
<td>Contract Price</td>
<td>88</td>
</tr>
<tr>
<td>16.</td>
<td>Terms of Payment</td>
<td>88</td>
</tr>
<tr>
<td>17.</td>
<td>Taxes and Duties</td>
<td>89</td>
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<tr>
<td>18.</td>
<td>Performance Security</td>
<td>89</td>
</tr>
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<td>89</td>
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<tr>
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<td>Confidential Information</td>
<td>89</td>
</tr>
<tr>
<td>21.</td>
<td>Subcontracting</td>
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</tr>
<tr>
<td>22.</td>
<td>Specifications and Standards</td>
<td>90</td>
</tr>
<tr>
<td>23.</td>
<td>Packing and Documents</td>
<td>90</td>
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<td>Insurance</td>
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</tr>
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<td>Transportation &amp; Incidental Services</td>
<td>91</td>
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<td>91</td>
</tr>
<tr>
<td>27.</td>
<td>Liquidated Damages</td>
<td>92</td>
</tr>
<tr>
<td>28.</td>
<td>Warranty</td>
<td>92</td>
</tr>
<tr>
<td>29.</td>
<td>Patent Indemnity</td>
<td>93</td>
</tr>
<tr>
<td>30.</td>
<td>Limitation of Liability</td>
<td>93</td>
</tr>
<tr>
<td>31.</td>
<td>Change in Laws and Regulations</td>
<td>93</td>
</tr>
<tr>
<td>32.</td>
<td>Force Majeure</td>
<td>94</td>
</tr>
<tr>
<td>33.</td>
<td>Change Orders and Contract Amendments</td>
<td>94</td>
</tr>
<tr>
<td>34.</td>
<td>Extensions of Time</td>
<td>95</td>
</tr>
<tr>
<td>35.</td>
<td>Termination</td>
<td>95</td>
</tr>
<tr>
<td>36.</td>
<td>Assignment</td>
<td>96</td>
</tr>
</tbody>
</table>
Section VIII. General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

(a) “DoH” means the Commissionerate of Horticulture/Department of Horticulture, Government of Rajasthan (GoR).

(b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(e) “Day” means calendar day.

(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) “GCC” means the General Conditions of Contract.

(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(i) “Purchaser’s Country” is India.

(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.

(k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, start-up, training and initial maintenance and other such obligations of the Supplier under the Contract.

(l) “SCC” means the Special Conditions of Contract.

(m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
2. Contract Documents

2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt & Fraudulent Practices

3.1 The DoH requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.

3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa as prescribed by incoterms.

4.2 Incoterms 2010 or latest.

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

3. The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4. Amendment

4. No amendment or other variation of the 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.

4. Non-waiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) 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.
4.6 Severability

5. If any provision or condition of the 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 Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be Hindi/English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in Hindi/English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Deleted/NA

7. Eligibility

7.1 The Supplier shall have the nationality of an eligible country. A Supplier shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Union of India.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the
SCC.

10.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Inspections and Audit

11.1 The Supplier shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs

11.2 The Supplier shall permit, the DoH and/or persons appointed by the DoH to inspect the Supplier’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the DoH if requested by the DoH. The Supplier’s and its Subcontractors and consultants’ attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the DoH’s inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the DoH’s prevailing sanctions procedures)

12. Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Special Condition of Contract.

13. Delivery and Documents

13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

14. Supplier’s Responsibilities

14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

15. Contract Price

15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price, shall be paid as specified in the SCC.

16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16.4 The payments shall be made in Indian Rupees to the Supplier under this Contract.

16.5 NA.

17. Taxes and Duties

17.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

18. Performance Security

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.

\18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

18.3 As specified in the SCC, the Performance Security shall be denominated in the Indian Rupees, and shall be in the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier within 60 days (or mutually agreed period) following the date of Completion of the Supplier’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any 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. Notwithstanding the above, the Supplier may furnish to its Subcontractor 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 shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2
above, however, shall not apply to information that:

(a) the Purchaser or Supplier need to share with the DoH/ GoR or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) 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

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 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.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 Not allowed

21.2 NA

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods’ country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier 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 goods’ final destination and the absence of heavy handling facilities at all points in transit.
23.2 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 SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation & Incidental Services

25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in Schedule of Requirements and SCC:

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

25.1.1 (e) training of the Purchaser’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

25.1.2 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services

26. Inspections and Tests

26.1.1 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.

26.1.2 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods’ final destination, or in another place in the Purchaser’s Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.1.3 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but
not limited to, all traveling and board and lodging expenses.

26.1.4 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.1.5 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier’s reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier’s performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.1.6 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.1.7 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.1.8 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the
country of final destination.

28.1.3 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.1.4 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.1.5 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.1.6 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1.1 29.1 NA

29.1.2 29.2 NA

29.1.3 29.3 NA

29.1.4 29.4 NA

29.1.5 29.5 NA

30. Limitation of Liability

30.1.1 30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, 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 Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

31.1.1 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price,
then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1.1 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.1.2 32.2 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.1.3 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1.1 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.1.2 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.

33.1.3 33.3 Prices to be charged by the Supplier 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.
Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

(a) The Purchaser 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 Purchaser

35.1.3 35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1.1 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

36.1.2
APPENDIX TO GENERAL CONDITIONS
Instructions- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

“Fraud and Corruption:

1.16 It is to require that, bidders, suppliers, contractors and their agents (whether declared or not), sub-
contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the
highest standard of ethics during the procurement and execution of DoH, GoR contracts.9 In pursuance
of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of
anything of value to influence improperly the actions of another party;10;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that
knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or
other benefit or to avoid an obligation;11

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve
an improper purpose, including to influence improperly the actions of another party;12

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or
indirectly, any party or the property of the party to influence improperly the actions of a
party;13

(v) "obstructive practice" is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to
the investigation or making false statements to investigators in order to materially
impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or
collusive practice; and/or threatening, harassing or intimidating any party to
prevent it from disclosing its knowledge of matters relevant to the investigation or
from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit
rights provided for under paragraph 1.16(e) below.

9 In this context, any action to influence the procurement process or contract execution
for undue advantage is improper.
10 For the purpose of this sub-paragraph, “another party” refers to a public official
acting in relation to the procurement process or contract execution. In this context, “public
official” includes World Bank staff and employees of other organizations taking or reviewing
procurement decisions.
11 For the purpose of this sub-paragraph, “party” refers to a public official; the terms
“benefit” and “obligation” relate to the procurement process or contract execution; and the
“act or omission” is intended to influence the procurement process or contract execution.
12 For the purpose of this sub-paragraph, “parties” refers to participants in the
procurement process (including public officials) attempting either themselves, or through
another person or entity not participating in the procurement or selection process, to simulate
competition or to establish bid prices at artificial, non-competitive levels, or are privy to each
other’s bid prices or other conditions.
13 For the purpose of this sub-paragraph, “party” refers to a participant in the
procurement process or contract execution.
(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Purchaser or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Purchaser having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated;

(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

14 A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

15 A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Purchaser.
**SECTION IX. SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<table>
<thead>
<tr>
<th>SCC</th>
<th>Details</th>
</tr>
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</table>
| GCC 1.1(j) | The Purchaser is:  
**Commissioner, Horticulture**  
Commissionerate of Horticulture,  
Pant Krishi Bhawan, Jaipur 302005  
Ph. No. - 0141-2227606  
Email-jdh.ext.hort@rajasthan.gov.in |
| GCC 1.1(o) | Final Destinations are Farmers in various villages of District units of DOH in different districts of Rajasthan as specified in the Section – VII: Supply Requirements. |
| GCC 8.1 | For **notices**, the Purchaser’s address shall be:  
**Commissioner, Horticulture**  
Commissionerate of Horticulture,  
Pant Krishi Bhawan, Jaipur 302005  
Ph. No. - 0141-2227606  
Email-jdh.ext.hort@rajasthan.gov.in |
| GCC 10.2 | **Settlement of Disputes**  
The dispute settlement mechanism to be applied shall be as follows:  
Notice will be provided by one party to other party on arising any dispute. First appeal needs to be made at Secretary/ Principal Secretary/ Additional Chief Secretary, Agriculture/ Horticulture to settle the dispute.  
(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the *Indian Council of Arbitration.  
(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) the *Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties. |
| 36.1.2.1 | (d) Arbitration proceedings shall be held at Jaipur, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be Hindi/English.  
(e) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.  
(f) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the *Indian Council of Arbitration.  
(g) Except otherwise agreed to by the Parties, Arbitrators should give a decision in writing within 120 days of receipt of notification of dispute |
| GCC 12.1 and 25.2 | The scope of supply for the Goods and Related Services to be supplied shall be as specified below: **Supply of Water Soluble Fertilizer and implementation of fertigation/ foliar fertilization program at farmers’ field in Rajasthan** as per Schedule of Requirement.  
It is to be clarified that it is not the government purchase. The eligible farmers will choose among the selected bidders/ suppliers (by DoH) and accordingly goods/ supplies will be provided at farmers field in continuation to the Administrative Sanctions/ Work Orders. Since the supplies depends on the wish/ choice and demand (Firm/ crop/ material wise) of farmers, hence, the purchaser will not commit the quantity of supplies for particular bidder. |
| GCC 13.1 | Details of Shipping and other Documents to be furnished by the Supplier are given below:

GCC 13.1 Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the following documents to the Purchaser:

(i) Two Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;

(ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;

(iii) Two Copies of packing list identifying contents of each package;

(iv) Insurance certificate; if required

(v) Manufacturer’s/Supplier’s warranty certificate;

(vi) Inspection certificate issued by the competent authority, and the Supplier’s factory inspection report; and

(vii) Certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.

| GCC 15.1 | The prices charged for the Goods supplied performed shall not be adjustable.

| GCC 16.1 | GCC 16.1 Payment shall be made in Indian Rupees in the following manner:

1. Beneficiary share of 25% by the beneficiary after issuance of administrative sanction.
2. Payment of 55% assistance/subsidy would be made for each farmer beneficiary basis after duly verified completion of Supply of water soluble fertilizers for fertigation along with technical know-how/literature.
3. Final 20% assistance will be made after successful completion of program/training/crop.

| GCC 17 | In the case of Excise duty waiver, the purchaser will issue only the certificates in terms of the Central Excise notification as per information given by supplier in form at serial no.7 of Section IV. Supplier is solely responsible for obtaining such benefits and in case of failure to receive such benefits; the purchaser will not compensate the supplier separately.
| GCC 18.1 | Performance Security to the Purchaser shall be for an amount of 5% of the contract value, valid up to 60 days after the date of completion of contract. |
| GCC 18.3 | If required, the Performance Security shall be in the form of a “Bank Guarantee” or “a cashier’s cheque or banker’s certified cheque or crossed demand draft or pay order” drawn in favor of the Purchaser. Expecting the equal chances of the farmers’ choice for all selected bidders, the equal share of performance security needs to be submitted by all the bidders in specified period. The bid security may be adjusted for performance security on mutual consent. The period may be relaxed by the purchaser on justified grounds. |
| GCC 18.4 | Discharge of the performance Security shall take place not later than 60 days following the date of completion of contract including warranty obligation. |
| GCC 18.5 | Add as Clause 18.5 to the GCC the following: In the event of any contractual amendment, the Supplier shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations including warranty obligations. |
| GCC 23.2 | Packing Instructions: The Supplier will be required to make separate packages for each Consignee. **Each Supply of Water Soluble Fertilizer for fertigation/ foliar fertilization program shall be marked on three sides with proper paint/indelible ink with the following:** (i) The Manufacture name or brand or registered trademark; (ii) Code and Batch No.; (iii) expiry date (iv) mention name of particular crop (v) Quantity of product in particular crop ferti-kit. Suppliers should use recycled materials as much as possible for packing. |
| GCC 25.1 | The Supplier is required under the Contract to transport the Goods duly insured to the specified final destination at the farmers field, and all related costs shall be included in the Contract Price. |
| GCC 26.1 | The inspections and tests shall be: Refer to Inspection and Test (Section VII ) Schedule of Requirements |
| GCC 26.2 | The Inspections and tests shall be conducted at: Manufacturing Unit (Factory Point), on Site of Farmers at the site (Farmer’s Field) and godown of supplier or any other place as found suitable by the DOH-PMU. |
| GCC 27.1 | The liquidated damages shall be: 2.5, 5.0, 7.50 and 10.00 % of contract price as per General Finance and Accounts Rule (GF& AR) GoR. |
| GCC 27.2 | The maximum amount of liquidated damages shall be: 10% of the contract price. |
| GCC 28.5 | The period for replacement shall be: 15 days |
Section X – Contract Forms

Table of Forms

1. Letter of Acceptance .............................................................. 105
2. Contract Agreement ................................................................ 106
3. Performance Security .............................................................. 108
1. LETTER OF ACCEPTANCE

[letterhead paper of the Purchaser]

[Date]

To: [name and address of the Supplier]

Subject: Notification of Award Contract No. ...........

This is to notify you that your Bid dated .... [insert date] .... for execution of the ....... [insert name of the contract and identification number, as given in the SCC] ....... for the Accepted Contract Amount of ....... [insert amount in numbers and words in Rupees], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: ________________________________
Name and Title of Signatory: ________________________________
Name of Agency: ________________________________

Attachment: Contract Agreement
2. CONTRACT AGREEMENT

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

(i)

THIS CONTRACT AGREEMENT is made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

(1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of ..., of the Government of [insert name of Country of Purchaser], or corporation incorporated under the laws of [insert name of Country of Purchaser]] and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and

(2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

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 Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.

(a) The letter of Acceptance
(b) this Contract Agreement
(c) The Supplier’s letter of Bid and original completed Schedules including Price Schedules
(d) Special Conditions of Contract
(e) General Conditions of Contract
(f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
(g) [Add here any other document(s) listed in GCC/SCC as part of contract]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and 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 [insert the name of the Contract governing law country] on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier]
in the capacity of [insert title or other appropriate designation]
in the presence of [insert identification of official witness]
3. PERFORMANCE SECURITY

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] [insert amount in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of …., 2… 2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

____________________ [signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

1 The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.