

Expression of Interest (EOI) for empanelment of firms for open pollinated & hybrid variety seeds of different vegetables under Vegetables Initiative for Urban Cluster during 2016-17 in the state of Rajasthan

EOI Ref. No.: F 21 (4) DH/ RKVY/VIUC/ Reg./2016-17/

dated:

Mode of EOI submission	Online through e-procurement/ e-tendering system at http://eproc.rajasthan.gov.in
EOI issuing authority	Mission Director, Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Pant Krishi Bhawan, Jaipur (Rajasthan)
Last Date & Time of Submission of e Bid	Up to 14.09.2016 by 03:00 PM
Date & Time of Opening of Technical Bid	On 14.09.2016 at 05:00 PM

Cost of EOI Document: Rs. 1000/- (Rupees One Thousand Only)

Department of Horticulture, Rajasthan
IIIrd floor, Pant Krishi Bhawan
Jaipur, Janpath, Jaipur, Rajasthan

1. Expression of Interest (EOI) for empanelment of firms for open pollinated & hybrid variety seeds of different vegetables under Vegetables Initiative for Urban Cluster during 2016-17 in the state of Rajasthan

- 1) The Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Jaipur, on behalf of Government of Rajasthan invites expression of Interest for empanelment of reputed firms, who meet the minimum eligibility criteria as specified in this EOI document for availability of open pollinated & hybrid variety seeds of different vegetables to the farmers under Vegetables Initiative for Urban Cluster during 2016-17 in the state of Rajasthan, which can be extended for one year, if required.
- 2) The complete EOI document has been published on the website <http://eproc.rajasthan.gov.in> and <http://Department of Horticulture.rajasthan.gov.in> for the purpose of downloading.
- 3) Bidders who wish to participate in this bidding process, 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) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) 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, Node etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) 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 EOI and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 6) RHDS will not be responsible for delay in online submission due to any reason. For this, bidders are advised to upload the complete bid well in advance in time
- 7) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to time and date mentioned in the EOI, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Mission Director, Rajasthan Horticulture Development Society, Jaipur (Rajasthan)" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 8) RHDS disclaims any factual/ or other errors in this document (The onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.

SHORT-TERM NOTICE INVITING E- TENDER (EOI)

EOI Ref. No.: F 21 (4) DH/ RKVY/VIUC/ Reg. /2016-17/

dated:

Rajasthan Horticulture Development Society (RHDS), Directorate of Horticulture, Jaipur on behalf of Government of Rajasthan invites expression of Interest (e-Bid) proposal for empanelment of reputed firms, who meet the minimum eligibility criteria as specified in this EOI document for availability of open pollinated & hybrid variety seeds of different vegetables to the farmers under Vegetables Initiative for Urban Cluster during 2016-17 in the state of Rajasthan, which can be extended for one year, if required.

Name of the work	Empanelment of reputed firms for for availability of open pollinated & hybrid variety seeds of different vegetables to the farmers under Vegetables Initiative for Urban Cluster during 2016-17
Cost of Tender Document	Rs. 1000/- (Rupees One Thousand Only)
Processing Fee	Rs. 1000/- (Rupees One Thousand Only)
Bid security	Rs 50,000/- (Rs Fifty Thousand Only)
Performance guarantee (Bank guarantee)	Rs. 3.00 lakh (Rs Three Lakhs) for each variety valid up to 31st December, 2018. Performance guarantee will be submitted after empanelment of firms
EOI publishing Date/ Time	31.08.2016 at 11.30 AM
EOI document download Start Date/ Time	31.08.2016 at 12.30 PM onwards
EOI bid submission Start Date/ Time	31.08.2016 at 02:30 PM onwards
EOI document download end Date/ Time	14.09.2016 at 03.00 PM
EOI bid submission End Date/ Time	14.09.2016 at 03.00 PM
Submission of Tender document Fee, Processing Fee Empanelment Fee, Performance guarantee,	From 02:30 PM onwards 31.08.2016 and up to 3:00 PM 14.09.2016
Date/ Time & place of pre bid meeting	07.09.2016 on 12:30 PM at Directorate of Horticulture, Krishi Bhawan, Jaipur
Technical Bid Opening Date/ Time	14.09.2016 at 05.00 PM
Websites for downloading EOI document, Corrigendum's, Addendums etc	http://eproc.rajasthan.gov.in http://Department of Hrticulture.rajasthan.gov.in
Bid & EMD validity	90 days from the date of opening of financial Bid
Manner & deadline for the submission of quarries?	Manner: Online at e-procurement website (http://eproc.rajasthan.gov.in by 07.09.2016 up to 12:30 PM

In case, any of the bidder fails to physically submit the Banker's/ Demand Draft for Tender document Fee, Processing Fee Empanelment Fee Bank guarantee for Performance guarantee up to time & date, bid shall not be accepted. The provision of RTPP Act 2012 & Rules 2013 shall be applicable for this empanelment. Furthermore, in case of any inconsistency in any of the provision of this bidding document with the RTPP Act 2012 & Rules 2013 thereto, the later shall prevail.

**Mission Director
Rajasthan, Jaipur**

2. Eligibility and Essentials:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>1. A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>2. A partnership firm registered under Indian Partnership Act, 1932. (If the bidding party is a partnership establishment or a partnership company, the labour license should be in the name of that partnership establishment, or in the name of partnership Company.)</p> <p>OR</p> <p>3. An organisation registered under Rajasthan State Trust Act/Indian Trusts Act 1882/Society Registration Act, 1860/Any other Trust or Society Act of Government of India/Department of GOI/GoR</p> <p>OR</p> <p>4. Only seed companies are eligible to participate in the bidding process.</p>	<p>1. Copy of valid Registration Certificates -Copy of Certificates of incorporation</p> <p>2. Copy of valid Registration Certificates List of partners with partnership deed,</p> <p>3) Copy of valid Registration Certificates from Registrar of Societies</p> <p>4) Seed suppliers Certificate as per annexure 6</p>
2	Financial: Turnover	<p>i. Annual Turnover of Rs. 100.00 lakh during each of the last three financial years, i.e., for the period of FY 2012-13, FY 2013-14 and 2014-15 showing statement of affairs or trading account attested by CA.</p>	<p>Audited Balance sheets of FY 2012-13, FY 2013-14 and 2014-15 with CA Certificate (CA's Registration Number/ Seal)</p>
3	Technical Capability & Experience	<p>i. The applicant companies/ firms should have at least five year experience in the field of seed production and marketing of open pollinated/ hybrid seeds of vegetables.</p> <p>ii. The applicant companies/ firms should have seed production programme of vegetable hybrids/ open pollinated vegetables. (A Company/ firm may submit empanelment proposals for two most suitable varieties of selected vegetables and may apply for number of crops)</p> <p>iii. The supplier shall have to give details</p>	<p>Copy of work experience</p> <p>Proof of seed production programme</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>regarding package of practice, yield potential, sowing time etc. of the varieties of vegetables crops for which the applications is being submitted</p> <p>iv. The supplier shall produce the document of technical details of the variety of each vegetable seed.</p>	<p>Copy of technical literature</p> <p>Copy of technical detail of variety</p>
5	Quality control	<p>i. The supplier shall fully ensure the purity of the genetic material of the vegetable seed</p> <p>ii. The Company shall have to give a minimum guarantee of the genetic purity and germination of seed as per specified standards on packing of seed. In the event of any complaint regarding supply of defective/sub standard seed material is received, the empanelled agency shall have to replace the seeds within a period of 15 days. Penalty of Rs. 10000/ will be imposed for such defect in addition to rectification of the defect at their own cost.</p>	<p>A certificate on source of vegetable seed for their genetic purity. (Breeder Certificate)</p> <p>An affidavit/ undertaking shall be submitted by the applicant firm regarding genetic purity and germination of seed as per specified standards</p>
6	Certifications	The Firms should have valid Licence for sale of vegetable seed in the State of Rajasthan.	Copy of seed license
7	Tax registration and clearance	<p>The bidder should have a registered number of</p> <p>i. VAT/ CST where his business is located</p> <p>ii. Income Tax / Pan number.</p> <p>iii. The bidder should have cleared his VAT/ CST dues to the Government up to 31/03/2016.</p>	<p>Copies of relevant certificates of registration number</p> <p>VAT/ CST clearance certificate from the commercial Taxes Officer of the Circle concerned</p>
8	Undertakings	<p>The company will have to produce the following two undertakings on Rs.100/- Non Judicial Stamp paper separately:</p> <p>(1) "We hereby undertake to provide education to the farmers for agronomic practices, package of practices of the variety and genetic purity and germination of seed as per specified standards on packing of seed of the crop variety at the farmer's field. In case, the defective/sub standard seed material is received at farmer's field, we (company) would be liable to give the compensation to the farmer on account of defective/substandard material as per GF&AR</p>	<p>1. Undertaking on Rs. 100/- non judicial stamp paper as per document</p> <p>2. Name, designation & contact no of technical expert</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>provisions. We (company/ firm) will appoint a technical person in each district and also submit their name and contact number.</p> <p>(2) Bidder should:-</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affair administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter in to a procurement/ empanelment contract within a period of three years preceding the commencement of the procurement/ empanelment process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document</p>	<p>A self certified letter duly signed by the authorised signatory as per annexure 1</p>

3. Fee & Bank guarantees:

Bid security	Rs 50000/- (Rs Fifty thousand only) in the form of Demand Draft payable to Mission Director, Rajasthan Horticulture Development Society, Jaipur (Non-refundable).
Processing fees	Rs. 1000/- Demand Draft in favor of MD of RISL, Jaipur.
Performance guarantee	<p>Rs.03.00 lakh (Rs. Three Lakh) for each variety valid up to 31st December, 2018 duly pledged in favour of Mission Director, Rajasthan Horticulture Development Society, Jaipur for due performance of contract and supplies. Such bank guarantee, if invoked, shall be in-cashable at Jaipur.</p> <p>A Company/ firm may submit empanelment proposals for two most suitable varieties of selected vegetables and may apply for number of crops</p> <p>Performance guarantee will be submitted after empanelment of firms</p>
Document fees	1000/- Demand Draft in favour of "Mission Director, Rajasthan Horticulture Development Society, Jaipur

3. Types of Vegetable Seed:

Tomato, Brinjal, Cauliflower, Cabbage, Chilli, Cucumber, Okra, Capsicum (Green), Capsicum (Red), Capsicum (Yellow), Bitter Gourd, Bottle Gourd, Round Gourd, Ridge Gourd, Pumpkin, Water Melon, Musk Melon, Broccoli, Brussels' Sprouts, Celery, Lettuce, Parsley, Spinach, Pea, Onion, Carrot, Radish

4. Quality of seed:

- a. The variety of crop must be distinct identical genetic, uniform and stable and most suitable for cultivation in all districts of Rajasthan.
- b. Seed must be disease and virus free by being maintained the aseptic condition in the production field.
- c. Seed must be genetically pure, sound in morphological and physical characters.

5. Supplier's responsibility:

- a. The supply of seed to the farmer's field.
- b. The ordered / desired quantity of seed shall be made available by the supplier to the farmers.
- c. The supplier must be responsible for any damage / loss to the seed during transportation / shipment to delivery point and shall have to replace any damage/ loss within 30 days.
- d. The rates quoted by company should be genuine, lowest rate will be preferred for empanelment. If quoted rates are found on higher side then these can be rejected. The seed company has to give undertaking that the rates quoted are not higher than the prevailing marketing rates.
- e. The supplier shall have to appoint an outside technical person in district and also submit their name and contact number. The technical person should be deputed before distribution of seed to provide technical knowhow and cultivation practices about the variety to the farmers.

6. Payment terms:

- a. The prices should be inclusive of all handling, packaging, transportation, taxes if any to the point of delivery.
- b. Seed shall be supplied after taking farmer share in advance by the concerned supplier firm.
- c. The remaining cost of vegetable seeds shall be paid to the supplier after delivery of seed to the farmer's site and its satisfactory establishment in the field and after verification by concerned Deputy Director Horticulture/ Assistant Director Horticulture or his representative.
- d. If any farmer procures the desired seeds from any empanelled firm at his own cost with prior permission of concerned district horticulture officer then the assistance will be released to beneficiary directly in the form of DBT (through adhar linked banked accounts). The seeds will be verified at farmer's field by the officers of the Department.
- e. If any farmer unable to procure the desired seeds at his own cost then he can procure the seeds as per district officer administrative sanction without paying subsidy part and cost of seeds will be released to concerned firm, accordingly. If any difference in cost of seed occurs then farmer has to pay his share directly to the seeds company at the time of procurement of seeds.

7. Other Conditions:

- (a) In the event of any complaint regarding supply of defective/sub standard seed material is received, the empanelled agency shall have to replace the seeds within a period of 15 days. Penalty of Rs. 10000/ will be imposed for such defect in addition to rectification of the defect at their own cost. If the applicant fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merits. The applicant will also be liable to be blacklisted and they will not be registered in future for a period of three years.
- (b) RHDS reserve the right to reject / cancel the empanelment of the offers of firms at any time.

8. Variety wise details (F1 Hybrid):

Name of Company/ Firm:-----

S. No.	Name of Crop	Variety	Packing size	Sowing time	Seed rate per ha (gram/ kg)	Guaranteed Yield/ ha (MT)
1	Tomato					
2	Brinjal					
3	Cauliflower					
4	Cabbage					
5	Chilli					
6	Cucumber					
7	Okra					
8	Capsicum (Green)					
9	Capsicum (Red)					
10	Capsicum (Yellow)					
11	Bitter Gourd					
12	Bottle Gourd					
13	Round Gourd					
14	Ridge Gourd					
15	Pumpkin					
16	Water Melon					
17	Musk Melon					
18	Broccoli					

19	Brussels' Sprouts					
20	Celery					
21	Lettuce					
22	Parsley					
23	Spinach					
24	Pea					
25	Onion					
26	Carrot					
27	Radish					

Signature of authorised/ competent authority

Name -----

Designation-----

9. Variety wise detail (Open pollinated):

S. No.	Name of Crop	Variety	Packing size	Sowing time	Seed rate per ha (gram/ kg)	Guaranteed Yield/ ha (MT)
1	Tomato					
2	Brinjal					
3	Cauliflower					
4	Cabbage					
5	Chilli					
6	Cucumber					
7	Okra					
8	Capsicum (Green)					
9	Capsicum (Red)					
10	Capsicum (Yellow)					
11	Bitter Gourd					

12	Bottle Gourd					
13	Round Gourd					
14	Ridge Gourd					
15	Pumpkin					
16	Water Melon					
17	Musk Melon					
18	Broccoli					
19	Brussels' Sprouts					
20	Celery					
21	Lettuce					
22	Parsley					
23	Spinach					
24	Pea					
25	Onion					
26	Carrot					
27	Radish					

Signature of authorised / competent authority

Name:

Designation:

10 . Completion of the work:

The applicant is supposed to complete the supply of vegetable seeds within 7 days from the date of work order/ administrative sanction issued by district officer after receiving farmer's application.

11. Locations:

At the farmers' fields in different districts of Rajasthan

12. Changes in the EOI Document:

- a) At any time, prior to the deadline for presenting bids, the RHDS may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder,

modify the bidding documents by issuing an addendum in accordance with the provisions below.

- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their bids.
- d) Any bidder, who has submitted his bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding document by the procuring entity:

Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

13. Period of Validity of Bids:

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

14. 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 and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- 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

15. Technical bid: All the documents essential for technical bid should be uploaded in accordance with serial number mentioned below and the technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	EOI Document Fee	Proof of submission
2.	Bid security Fee	Proof of submission
3.	Processing Fee	Proof of submission
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-2 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.
5.	Original Scanned EOI Document	To be uploaded duly signed and stamped on each page.
6.	All the documents mentioned in the "Eligibility and essentials", in support of the eligibility	As mentioned against the respective eligibility criteria clause (As per eligibility & essential serial number wise)
7.	Crop/variety wise details for F1 Hybrids	As per format mentioned in point no 8 of Bid document
8.	Crop/variety wise details for Open pollinated	As per format mentioned in point no 9 of Bid document
Technical Documents		
9.	Self Declaration by Bidders	As per Annexure-3
10.	Certificate of Conformity/ No Deviation	As per Annexure-4
11.	Declaration by Bidders	As per Annexure-5
12.	Undertaking on Authenticity of material used	As per Annexure-6

16. Financial bid shall include the following documents: -

Financial Bid Format: (Rates only in financial Bid not in technical Bid)

S. No.	Name of Crop	Name of Variety	Seed rate per ha (Kg/ha.)	Rate (Rs. per Kg)
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17. Cost & Language of Bidding:

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

18. Payment terms:

The prices should be quoted inclusive of all handling, packaging, transportation and insurance charges, if any and all type of taxes to the point of supply. The payment shall be made after successful germination of the seed and subject to verification by a committee designated for this work.

19. Filing an Appeal:

(1) If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the Rules or the guidelines issued there under, he may file an appeal to the first appellate Authority (Principal Secretary Horticulture) within a period of ten days from the date of such decision or action, omission, as the case may be, clearly, giving the specific ground or grounds on which he feels aggrieved;

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if bidder or prospective bidder or the procuring entity is aggrieved by order passed by the first appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second appellate authority within fifteen days from the expiry of the period specified. In para (2) or the date of receipt of the order passed by the first Appellate Authority, as the case may be.

The other conditions form and fee etc of the appeal shall be as per RTPP Rules, 2013.

SELF DECLARATION- No BLACKLISTING (to be filled by the bidder on his letter pad)

To,

(Tendering Authority)

.....
.....

In response to the Tender/ NIT Ref. No.....datedfor
empanelment of firms for open pollinated & hybrid variety seeds of different vegetables under
Vegetables Initiative for Urban Cluster at farmer’s field during 2016-17 in the state of
Rajasthan, as an Owner/ Partner/ Director of

.....
....., I/ we
hereby declare that presently our company/ firm -----, at the
time of bidding, 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.

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 our bid, to the extent accepted, may be
cancelled.

Thanking you

Name of bidder
Authorised signatory
Seal of organization

Date

Place

BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}

To,

{Procuring 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 are also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

SELF-DECLARATION{to be filled by the bidder}

To,

{Procuring entity},

In response to the EOI Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding:-

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring 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 black listing or debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement 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,

{Procuring Entity},

CERTIFICATE

This is to certify that, the technical specifications, genetic purity & seed germination of vegetable seed which I/ We have mentioned in the Technical bid, and which I/ We shall supply/use, if I/ We am/ are awarded with the work, are in conformity with the minimum technical 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 and assumptions.

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:

DECLARATION BY BIDDER{to signed by selected bidder}

I/ We declare that I am/we are producer or marketing the vegetable seed for which I/ We have quoted. The rates of seeds supplied shall be genuine and lesser than the market rates on which our company/ dealers are selling to the farmers. The rates quoted are not higher than the prevailing marketing rates.

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:

UNDERTAKING ON AUTHENTICITY OF SEED SUPPLIED

{To be filled by the bidder on his original letter head)

To,

{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/quoted to you vide EOI ref. no. _____ dated _____.

We hereby undertake that all the seeds supplied shall be genuine, genetically pure; true to type and that no refurbished/duplicate seeds are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India. We undertake to provide a minimum guarantee of seed germination and genetic purity as per specified standards on packing of seed of the crop variety at the farmer's field.

Certified that rates quoted for supply of F1 Hybrids/ open pollinated varieties of vegetables grown in Rajasthan for the year 2016-17 by our firm/ company M/s-----

-----are genuine and lesser than the market rates on which our company/ its dealers are selling to the farmers. The rates quoted are not higher than the prevailing marketing rates.

In case, we are found not complying with above RHDS will have the right to charge penalty as specified in terms & conditions, forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory

Name:

Designation:

BANK GUARANTEE

BANK GUARANTEE No.

VALID UPTO 31.12.2018

To

MISSION DIRECTOR
RAJASTHAN HORTICULTURE
DEVELOPMENT SOCIETY (RHDS),
PANT KRISHI BHAWAN, JAIPUR
RAJASTHAN.

- 1) In consideration of the Rajasthan Horticulture Development Society (RHDS) (hereinafter called "RHDS") having agreed to empanel for availability of open pollinated & hybrid variety seeds of different vegetables to the farmers under Vegetables Initiative for Urban Cluster during 2016-17 in the state of Rajasthan, to M/s-----**name of firm/manufacturer/authorised dealer** (hereinafter called "the said Contractor(s)") under the terms and conditions of expression of interest issued for empanelment to supply seed of aforesaid vegetables at the farmers field in Rajasthan, depositing bank guarantee of Rs. 03.00 lakh (in words rupees three lakh only) valid up to 31st December 2018 duly pledged in favor of Mission Director, Rajasthan Horticulture Development Society, Jaipur for due performance of contract and supplies . In case if the firm fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merit and if invoked, shall be in-cashable at Jaipur. On production of a Bank Guarantee for Rs. 03.00 lac/- (Rupees three lakh Only) we Bank, Branch office, District (**Name of State**) (hereinafter referred to as the "the Bank") at the request of M/s. ----- (firm/contractors) do hereby undertake to pay to the RHDS an amount not exceeding Rs. 03.00 lac/- against any loss or damage caused to or suffered or would be caused to or suffered by the RHDS by reason of any fails to comply by the said Contractor(s) of any of the terms or conditions contained in the said EOI.

We, the Bank, Branch office at, District (**Name of State**) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RHDS stating that the amount claimed is due by way of deviation from the comply of terms & conditions or loss or damage caused to or would be caused to or suffered by the RHDS by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said EOI or by reason of the contractor(s) failure to perform the said work at any stage or in any manner whatsoever. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this

guarantee shall be restricted to an amount not exceeding Rs 300000/- (Rs. Three lakh only).

We undertake to pay to the RHDS any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

We, the Bank , Branch office at, District (**Name of State**) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said EOI and that it shall continue to be enforceable till all the dues of the RHDS under or by virtue of the said EOI have been fully paid and its claims satisfied or discharged or till Rajasthan Horticulture Development Society (RHDS) certifies that the terms and conditions of the said EOI have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the 31.12.2018 shall be discharged from all the liability under this guarantee thereafter.

We, theBank, Branch office at, District (**Name of State**) further agree with the RHDS that the RHDS shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said EOI or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RHDS against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said EOI and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the RHDS or any indulgence by the RHDS to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

NOTWITHSTANDING ANYTHING HEREIN

Our liability under this guarantee shall not exceed Rs. 300000/- (Rupees Three Lakh Only).

The Bank Guarantee shall be valid upto 31.12.2018.

We are liable to pay the guarantee amount or any part of under this Bank Guarantee only, if you serve upon us a written claim or demand on or before 31.12.2018.

(7) We, Bank, Branch office at, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RHDS in writing.

(Name of place & State)

राजस्थान सरकार
वित्त (जी. एण्ड टी.) विभाग

क्रमांक: एफ.1(8)वित्त/साविलेनि/2011

जयपुर, दिनांक: 4 फरवरी, 2013
परिपत्र सं. - 8/2013

परिपत्र

जैसा कि आपको विदित है राजस्थान राजपत्र में जारी अधिसूचना दिनांक 24.01.2013 द्वारा राजस्थान लोक उपापन में पारदर्शिता अधिनियम, 2012 (**Rajasthan Transparency in Public Procurement Act, 2012**) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 (**Rajasthan Transparency in Public Procurement Rules, 2013**) राज्य में दिनांक 26.01.2013 से प्रभावी हो गये हैं। समस्त उपापन संस्थाएँ (Procurement Entities) जिसमें राज्य सरकार के समस्त विभाग, सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई भी राज्य पब्लिक सेक्टर उद्यम, संविधान द्वारा स्थापित या गठित कोई भी निकाय जिसके व्यय की पूर्ति राज्य की समेकित निधि से की जाती है, राज्य विधान मण्डल के किसी अधिनियम द्वारा स्थापित या गठित कोई निकाय या बोर्ड या निगम या प्राधिकरण या सोसायटी या न्यास या स्वायत्त निकाय या राज्य सरकार के स्वामित्वाधीन या नियंत्रणाधीन कोई निकाय, सम्मिलित है, के द्वारा सामग्री, सेवा, संकर्म (Works) के उपापन (Procurement) के मामलों में उक्त अधिनियम एवं नियमों की अक्षरशः पालना सुनिश्चित किया जाना आवश्यक है।

उक्त अधिनियम की धारा 50 के अन्तर्गत राज्य उपापन सुविधा प्रकोष्ठ (**State Procurement Facilitation Cell**) का गठन किया जा चुका है। उक्त प्रकोष्ठ का नोडल अधिकारी संयुक्त सचिव, वित्त (जीएण्डटी) विभाग को बनाया गया है यदि उपापन संस्था उक्त अधिनियम एवं नियमों के संदर्भ में कोई जानकारी की अपेक्षा रखती है तो प्रशासनिक विभाग के माध्यम से प्रकरण राज्य उपापन सुविधा प्रकोष्ठ को प्रेषित किया जा सकता है।

उक्त अधिनियम की धारा 17 में दिये गये प्रावधान के तहत राज्य लोक उपापन पोर्टल (<http://sppp.raj.nic.in>) बना दिया गया है। उपापन संस्था अधिनियम की धारा 17 (2) एवं राजस्थान लोक उपापन में पारदर्शिता नियम, 2013 के प्रावधानों के अनुसार पालना सुनिश्चित करावें।

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उक्त अधिनियम के अध्याय 3 एवं नियमों के अध्याय 7 के अनुसार बोली लगाने वाला या भावी बोली लगाने वाला (bidder or prospective bidder) उपापन प्रक्रिया के दौरान उपापन संस्था के किसी निर्णय, कार्रवाई या लोप, इस अधिनियम या इसके अधीन जारी नियमों के उपबन्धों के उल्लंघन में है तो वह अपील दाखिल कर सकेगा। इस संबंध में बोली दस्तावेजों, पूर्व अर्हता दस्तावेजों, रजिस्ट्रीकरण दस्तावेजों में प्रथम अपील अधिकारी का पदाभिहित (designated) विनिर्दिष्ट (specified) उल्लेख उपापन संस्था द्वारा किया जाना आवश्यक है। अतः, अधिनियम की धारा 3 (2) में उल्लिखित समस्त विभाग/संगठन अपने स्तर पर प्रथम अपील अधिकारी का निर्धारण कर वित्त विभाग को दिनांक 15 फरवरी, 2013 तक सूचित करें। यहां यह उल्लिखित करना उपयुक्त होगा कि प्रथम अपील अधिकारी उपापन संस्था से एक स्तर उच्च होना आवश्यक है। द्वितीय अपील अधिकारी राज्य सरकार के विभागों के लिये संबंधित प्रशासनिक विभाग होगा। यदि प्रशासनिक विभाग स्वयं उपापन संस्था या प्रथम अपील अधिकारी है तो वित्त विभाग प्रथम/द्वितीय अपील अधिकारी होगा। ऐसे मामलों में जहां वित्त विभाग प्रथम अपील अधिकारी है तो द्वितीय अपील अधिकारी प्रकरण विशेष के अनुसार राज्य सरकार द्वारा पदाभिहित (designated) किया जायेगा।

उक्त अधिनियम के अनुसार सामग्री, सेवा, संकर्म के उपापन के लिये स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स प्रक्रियाधीन है। अधिनियम की धारा 59 (Savings) के अनुसार इस अधिनियम में उपबन्धित सामग्री, सेवा एवं संकर्मों के उपापन से संबंधित समस्त नियम, विनियम, आदेश, अधिसूचनायें, विभागीय संहिताएँ, निर्देशिकायें, उपविधियाँ, शासकीय ज्ञापन या परिपत्र जो इस अधिनियम के प्रारम्भ की तारीख को प्रवृत्त थे, उनके इस अधिनियम के उपबन्धों से संगत होने की सीमा तक तब तक प्रवृत्त बने रहेंगे जब तक कि उनको इस अधिनियम के अधीन बनाये या जारी किये गये नियमों, मार्गदर्शक सिद्धान्तों, अधिसूचना या यथास्थिति आदेश द्वारा निरसित या अतिक्रमित नहीं कर दिया जाता। अतः, उक्त अधिनियम एवं नियमों के अनुसार सामग्री या सेवा के उपापन के लिये वर्तमान प्रचलित बिड दस्तावेज सामान्य वित्तीय एवं लेखा नियम पार्ट II में दिये गये SR फार्म 14, 15, 16 और 17 तथा संकर्म के उपापन के लिये सार्वजनिक निर्माण वित्तीय एवं लेखा नियम के अपेण्डिक्स XI में दिये गये वर्तमान प्रचलित दस्तावेज बोली दस्तावेजों के रूप में अधिनियम व नियमों के प्रावधानों की सीमा तक प्रयोग किये जा सकेंगे, जब तक कि नवीन स्टेण्डर्ड बिडिंग डॉक्यूमेन्ट्स जारी नहीं किये जाते हैं। तथापि निम्नांकित संलग्नक (Annexures) वर्तमान प्रचलित बोली दस्तावेजों के साथ सम्मिलित करते हुये ही बिड दस्तावेज जारी किया जाना सुनिश्चित किया जाये—

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Annexure B : Declaration by Bidders regarding Qualifications

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Annexure C : Grievance Redressal during Procurement Process

Annexure D : Additional Conditions of Contract

अतः प्रशासनिक विभाग अपने अधीन समस्त विभागों, कार्यालयों एवं संगठनों से उक्त निर्देशों की कठोरता से पालना सुनिश्चित करावें।

संलग्न: **Annexure A to D**



(अखिल अरोरा)

शासन सचिव, वित्त (बजट)

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित है—

1. निजी सचिव, राज्यपाल/मुख्यमंत्री/समस्त मंत्रीगण/राज्य मंत्रीगण।
2. निजी सचिव, मुख्य सचिव/समस्त अति. मुख्य सचिव/समस्त प्रमुख शासन सचिव/समस्त शासन सचिव/समस्त विशिष्ट शासन सचिव।
3. सचिव, राजस्थान विधान सभा, राजस्थान, जयपुर। 4. सचिव, लोकायुक्त सचिवालय, राजस्थान, जयपुर।
5. सचिव, राजस्थान लोक सेवा आयोग, अजमेर। 6. रजिस्ट्रार, राजस्थान उच्च न्यायालय, जोधपुर/जयपुर।
7. समस्त संयुक्त शासन सचिव/उप शासन सचिव/सचिवालय के समस्त अनुभाग/विभाग।
8. प्रधान महालेखाकार (सविल लेखा परीक्षा) राजस्थान, जयपुर।
9. महालेखाकार (प्राप्ति एवं वाणिज्यिक लेखा परीक्षा)/(ए एण्ड ई) राजस्थान, जयपुर।
10. समस्त विभागाध्यक्ष/जिला कलक्टर/संभागीय आयुक्त।
11. रजिस्ट्रार, राजस्थान सिविल सेवा अपील अधिकरण, जयपुर। 12. समस्त कोषाधिकारी।
13. सिस्टम एनालिस्ट, वित्त विभाग को भेजकर लेख है कि परिपत्र को को वित्त विभाग की वेबसाईट पर प्रकाशित करवाने की व्यवस्था करावें।



(उर्मिला जोशी)

संयुक्त सचिव

Annexure A : Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

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

Place

Date

Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

(iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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