

Rajasthan State Seed & Organic Production Certification Agency, Jaipur

NOTICE INVITING e- Bid

Ref. No.: F () RSSOPCA/ GOT/GH/ e-Bid/2017-18/11145

Dated:17/01/2018

Rajasthan State Seed & Organic Production Certification Agency (RSSOPCA), Pant Krishi Bhawan, Jaipur invites e-Bid from reputed firms /manufacturer, who meet the minimum eligibility criteria as specified in this bid document for construction of Green House (naturally ventilated) along with micro irrigation and other related facilities at GOT Farm Borwat, Banswara under RKVY project during 2017-18. The interested bidders shall have to be enrolled/ registered with portal of <http://eproc.rajasthan.gov.in> for participating in the bidding process. The details are as follows-

Name of the work	Construction of Green House along with micro irrigation and other related facilities at GOT Farm Borwat, Banswara during 2017-18
Cost of Bid Document (non-refundable)	Rs. 1000/- (Rupees One Thousand Only)
Processing Fee(non-refundable)	Rs. 500/- (Rupees Five Hundred Only)
Size of Green House	4000 sqm (approx.)
Estimated Cost of Bid	40.00 Lac (Rs. Fourty Lacs Only)
Estimated Time for Completion of Green House	60 days
Defect Liabilities Period	3 year's
Bid security Deposit	Rs 80,000/- (Rs Eighty Thousand Only)
e-Bid publishing Date/ Time	18.01.2018 upto 11:00 AM
e-Bid document download Start Date/ Time	18.01.2018 at 12:30 PM onwards
e-Bid submission Start Date/ Time	18.01.2018 at 12:30 PM onwards
e-Bid document download end Date/ Time	02.02.2018 at 03.00 PM
e-Bid submission End Date/ Time	02.02.2018 at 03.00 PM
Submission of Bid document Fee, Processing Fee, Bid security	From 11:00 AM onwards on 05.02.2018 and up to 12:00 Noon at Room No. 338, Pant Krishi Bhawan, Jaipur
Date/ Time & place of pre bid meeting	25.01.2018 on 12:30 PM at Room No. 338, RSSOPCA, Pant Krishi Bhawan, Jaipur
Technical Bid Opening Date/ Time	05.02.2018 at 01.00 PM
Websites for downloading e-Bid document, Corrigendum's, Addendums etc	http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
Bid & bid security deposit validity	90 days from the last date of submission

In case, any of the bidder fails to physically submit the Banker's/ Demand Draft for Bid document Fee, Processing Fee & Bid security deposit up to time & date, bid shall not be accepted. The provision of RTPP Act 2012 & Rules 2013 shall be applicable for this e-Bid. 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.

Sd/
Director
RSSOPCA, Jaipur

Eligibility and Essentials for bidders :

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. Small Scale Industry of Rajasthan and Sick Industry other than small scale industry</p> <p>OR</p> <p>5. Only Manufacturer is 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>4) Copy of valid Registration Certificates from Registrar of Societies</p> <p>5) Copy of Registration and Proof regarding small scale industry or sick industry</p> <p>6) Manufacturers Certificate as per annexure 6</p>
2	Financial: Turnover	i. Annual Turnover of Rs. 100.00 lakh during each of the last three financial years, i.e., for the period of FY 2014-15, FY 2015-16 and 2016-17.	Turn over Certificate of FY 2014-15, FY 2015-16 and 2016-17 certified by CA (CA's Registration Number/ Seal)
3	Technical Capability & Experience	i) The bidder should have at least three years experience in the field of erection of green house, along with micro irrigation facilities.	Copy of works carried out in Central/ State Government /

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>ii) The bidder must have completed successfully five orders of satisfactory installation of green house during the last five years at various locations in India with a minimum area of 1000 square metre per order and satisfaction successfully executed</p> <p>iii) The bidder must have completed installation of green houses for at least 10 beneficiaries in last 3 years along with phone number and address. (Provide list of growers with area and date of completion.)</p>	<p>Central/ State Government Boards/ Institutions</p> <p>5 certificates of completion and satisfaction from relevant beneficiaries with address and cell number</p> <p>List of 10 beneficiaries' with area and date of completion along with phone number and address.</p>
4	OM Authorization	<p>i) The bidder should have own manufacturing unit/ plant and machinery</p> <p>ii) The bidder should at least be manufacturer for more than three components of micro irrigation system as required and registered under National Mission on Micro Irrigation of the state.</p> <p>iii) If the bidder is not having manufacturing facility of micro irrigation system components then the interested bidder should have tie-up with the registered MIS manufacturer</p>	<p>List of plant & machinery and place</p> <p>Copy of BIS license/specification and test reports of manufacturer</p> <p>Undertaking on Rs. 100/- Non Judicial Stamp Paper along with necessary documents</p>
5	Quality control	<p>The bidder shall have to produce their-</p> <p>i. Internal Quality Assurance and Quality Control (QAQC) plan,</p> <p>ii. Details of manufacturing process and manufacturing plant & machinery, testing procedures of inputs & manufacturing process, Quality audit system</p> <p>iii. Internal Quality Assurance and Quality Control Manual.</p>	<p>Quality reports on all three aspects separately each</p>
6	Certifications	<p>The bidder should be ISO certified company</p>	<p>Copies of relevant</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
			Certificates
7	GST registration & PAN	The bidder should have a registered number of i. GST ii. PAN number.	Copies of GST registration number & PAN number
8	Undertakings	<p>The bidder 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 RSSOPCA officials for system's maintenance & warranty inclusive of replacement of complete defective parts free of cost up to three years from date of installation for the components supplied/installed by us to RSSOPCA. After three years our company agrees to provide services for replacement of components on request of the Agency on actual market cost basis. A copy of operating manual is to be submitted during installation .</p> <p>The applicant undertakes to provide guarantee of quantity & quality assurance of all B.I.S./ Non B.I.S. components, either manufactured or outsourced and will abide by specifications and designs set by RSSOPCA for quality control provisions and provide/ use the set designs for green house construction and MI commissioning duly ensuring effective environment for the crop to be grown. In case of any complaint regarding quality aspect of any component/ designing, we will be fully responsible for the same & ready for replacement of component as well as rectification of design, if required, within 15 days of complaint and also respect RSSOPCA's action.</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</p>	<ol style="list-style-type: none"> 1. Undertaking on Rs. 100/- non judicial stamp paper as per document 2. Address and contact no of service centre in Rajasthan 3. Name, designation & contact no of technical expert <p>A self certified letter duly signed by the authorised signatory as per annexure -1</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>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>	
9	Insurance	The bidder should produce the undertaking for Insurance of the Green house through government insurance companies for three years at his own cost	Undertaking on Rs. 100/- non judicial stamp
10	Polythene/ shade net	The bidder should submit tie-up for the polythene sheet/ shade net to be used for covering green house.	<p>Undertaking should be submitted on Rs. 100/- Non Judicial Stamp along with necessary documents regarding quality assurance and specifications of the polythene sheet.</p> <p>i) Letter from Manufacturer mentioning the properties of poly film & shade net with its code number</p> <p>ii) Certificate from CIPET for plastic gutters by Manufacturer</p> <p>iii) Technical Data Sheet (TDS) Certificate from the manufacturer for Poly films, shade nets and insect nets</p>

3. Fee & Bank guarantees:

Document fees	1000/- Demand Draft in favour of Director, Rajasthan State Seed & Organic Production Certification Agency, Jaipur
Processing fees	Rs. 500/- Demand Draft in favor of MD, RISL, Jaipur.
Bid security	Rs 80,000/- (Rs Eighty Thousand) in the form of Demand Draft payable to Director, Rajasthan State Seed & Organic Production Certification Agency, Jaipur
Performance Guarantee	Irrevocable Bank Guarantee of 5% of the work order value valid up to 3 month after the guarantee period duly pledged in favor of Director, RSSOPCA, Jaipur for due performance of contract and supplies. Such bank guarantee, if invoked, shall be in-cashable at Jaipur

4. Sizes for price proposals:

The bidder should quote the price in Indian rupees per sqm as per technical specification specified in the bid document:

Green House (Naturally ventilated) size :

S.No.	Area in Sq.m. (Approx.)
1	4000

5. TERMS & CONDITIONS:

- a) The successful Bidder shall have to submit an agreement on Non Judicial Stamp Paper @ of 0.25% of order value or Rs. 15000/- whichever is less within 7 days after issuance of work order.
- b) The bidder shall provide free after sales service to the RSSOPCA for three years. The work should be accomplished directly by the concerned bidder only. The bidder should authenticate the technical quality aspects. The invoices issued by the authorized dealer will be deemed to be treated as authentication of the manufacturer itself. In the event, that bidder fails to abide by its commitments, appropriate action will be taken.
- c) A random sampling will be performed from the manufacturing unit/ authorized dealer 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 manufacturer fail, the work order of the same will be withdrawn. The testing/inspection charges will be born by successful bidder.
- d) In the event of any complaint regarding after sales service or supply of defective/sub standard material is received, the successful bidder shall have to rectify the defects within a period of 15 days. If the bidder fails to comply, the bank guarantee shall be liable to be forfeited in part or as a whole on merits.
- e) Director, RSSOPCA, Jaipur reserves the right to reject/ cancel the work order of the offers of bidder at any time if he is satisfied that it is desirable to do so in RSSOPCA interest, after giving an opportunity of hearing to such an bidder. The decision of Director, RSSOPCA, Jaipur shall be final and binding.

- f) The bidder shall ensure the Insurance of Green House from a reputed Insurance Company just after completion of construction work for three years and will have to submit the insurance certificate to the RSSOPCA.
- g) The rate of Green House (Naturally Ventilated) structure must be submit by bidder as per the prescribed format.
- h) The penal provision for the delay in completion of work will be as per clause 1 of bid document.
- i) Work will be carried out as per technical specifications in general; any item not included in the work will be carried out as per instructions of the RSSOPCA.
- j) All arrangements required for the job will be made by the bidder.
- k) All taxes shall be paid by the successful bidder as per rules. He is bound to follow labor laws and fair wages clause.
- l) In case any material is required to be tested, the bidder will have to make all arrangements at his own cost, testing charges would be borne by the bidder.
- m) The work shall be completed within the period as mentioned in bid document /Agreement/work order.
- n) Rates provided in financial bid are inclusive of all lead & lift; no extra lead/lift shall be paid over & above that.
- o) If there is any clerical or typing error in the financial bid, the rates & nomenclature as given in technical specification will be final.
- p) The quantum of work/items can be increased or decreased at the discretion of the RSSOPCA.
- q) Conditional bidders are liable to be rejected. Only rate given in financial bid will be valid.
- r) The bidder is expected to have visited the site of work and acquaint himself of general relevant information related to the work by personally inspecting the area before bidding for the work.
- s) Any item not covered by technical specification shall be covered by as per RSSOPCA clarification.
- t) Other terms & conditions of contract shall be as per agreement & General conditions of bid.
- u) Liability of all tax will be of the bidder.
- v) Any bidder who submits the bid documents would be deemed to have read and understood the meaning of aforementioned terms and conditions

6. Specification for Green House (Naturally ventilated):

Height of Gutter – 4.5 m
 Total Height of greenhouse- 6.5 m
 Height of top Vent- 1m
 Bay Size- 8 X 4 m
 Corridors - 2 m from all sides

a) Frame components (GI pipes):

S. No.	Description	Specification
1.	Main Column	76 mm OD & 2 mm thick (@ 3.75 kg per meter)
2.	Small column along length	76 mm OD & 2 mm thick (@ 3.75 kg per meter)
3.	Small Column along width	76 mm OD & 2 mm thick (@ 3.75 kg per meter)
4.	Foundation Stub	60 mm OD & 3.0 mm thick (@ 4.20 kg per meter)
5.	Corridor along length	60 mm OD & 2.0 mm thick (@ 2.85 kg per meter)
6.	Corridor along width	60 mm OD & 2.0 mm thick (@ 2.85 kg per meter)
7.	Small bottom chord along length	60 mm OD & 2.0 mm thick (@ 2.85 kg per meter)
8.	Small bottom chord along width	60 mm OD & 2.0 mm thick (@ 2.85 kg per meter)
9.	Big Bottom chord	60 mm OD & 2.0 mm thick (@ 2.85 kg per meter)
10.	End Purlin	48 mm OD & 2.0 mm thick (@ 2.3 kg per meter)
11.	First top purlin	48 mm OD & 2.0 mm thick (@ 2.3 kg per meter)
12.	Second top purlin	48 mm OD & 2.0 mm thick (@ 2.3 kg per meter)
13.	4 Mtr. gutter purlin	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
14.	Curtain runner	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
15.	6 mtr. gutter purlin	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
16.	Horizontal member	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
17.	Big arc at end	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
18.	Big arc	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
19.	Small arc	43 mm OD & 2 mm thick (@ 2.10 kg per meter)
20.	Knee Bracing and Small Inclined	33 mm OD & 2.0 mm thick (@ 1.60 kg per meter)
21.	Big Inclined strut	33 mm OD & 2.0 mm thick (@ 1.60 kg per meter)
22.	Top chord runner in last bay	33 mm OD & 2.0 mm thick (@ 1.60 kg per meter)
23.	Cross Bracing	33 mm OD & 2.0 mm thick (@ 1.60 kg per meter)
24.	Curtain pipe	27 mm OD & 2.0 mm thick (@ 1.30 kg per meter)
25.	Curtain pipe handle	27 mm OD & 2.0 mm thick (@ 1.30 kg per meter)
26.	Flap control pipe	21 mm OD & 2.0 mm thick
27.	Vent stay	21 mm OD & 2.0 mm thick

b) Fixtures and accessories:

S. No.	Description	Specification
1.	Angle Bracket	ISA 40 X 40 X 3
2.	Full angle Cleat	ISA 40 X 40 X 3
3.	Half angle Cleat	ISA 40 X 40 X 3
4.	Flat Patti	25 MM X 5 MM
5.	76 ID Full Clamp	45 mm Width & 2.0 mm thick
6.	76 ID Half Clamp	45 mm Width & 2.0 mm thick
7.	60 ID Full Clamp	45 mm Width & 2.0 mm thick
8.	70 ID Half Clamp	45 mm Width & 2.0 mm thick
9.	43 ID Full Clamp	45 mm Width & 2.0 mm thick
10.	43 ID Half Clamp	45 mm Width & 2.0 mm thick
11.	T-Fixtures	33 mm OD & 2.0 mm thick

12.	L-Fixtures	33 mm OD & 2.0 mm thick
13.	Curtain Clamp	45 mm Width & 2.0 mm thick
14.	Universal Joint	20 mm sq. bar
15.	Stud Cover	21 mm OD & 2.0 mm thick
16.	Curtain Pipe Insert	21 mm OD & 2.0 mm thick
17.	Self Trapping Screw	20 mm length
18.	Bitumen Washer	3.0 mm thick
19.	Spring Insert (Plastic Coat)	2.3 mm dia.
20.	Spring Insert (Platting)	2.3 mm dia.
21.	M 10 X 125	10 mm dia.
22.	M 10 X 100	10 mm dia.
23.	M 10 X 90	10 mm dia.
24.	M 10 X 40	10 mm dia.
25.	M 10 Nuts	10 mm dia.
26.	M 10 washers	10 mm dia.
27.	M 8 X 200	8 mm dia.
28.	M 8 X 90	8 mm dia.
29.	M 8 X 65	8 mm dia.
30.	M 8 Nuts	8 mm dia.
31.	M 8 washers	8 mm dia.
32.	M 6 X 75	6 mm dia.
33.	M 6 X 20	6 mm dia.
34.	M 6 Nuts	6 mm dia.
35.	M 6 washers	6 mm dia.
36.	GI Wire 2 mm	2 mm dia.
37.	GI Wire 3.14 mm for Apron	3.14 mm dia.
38.	Pulley with clamp HDPE/ MS	40 mm dia.
39.	Rings stainless steel	20 mm dia.
40.	Nylon Rope	8 mm dia.

c) Door assembly:

Entry Room (2 door of Aluminium and poly carbonate mix)		
S. No.	Description	Specification
1.	Entry room size	4 m x 4 m, 4 m x 3 m, 3 m x 3 m
2.	No of doors	02 (inner door may be of frame stitched with 40 mesh insect net of minimum 50 cm overlapping)
3.	Door size	3 m x 3 m; Door of wire gauge angle framed
4.	Frame of door (ISA four sides to cover the gap below the door)	Galvanized
5.	Half part of door (Downside)	Aluminium sheet
6.	Upper half part of door	Poly carbonate sheet 5 mm thick
7.	Flooring	50 mm PCC flooring over 75 mm thick sub base
8.	Foot wash basin	2 feet x 3 feet x 0.5 feet depth near outer door inside entry room
9.	G Section	3.7 m. Long 40x40m and 5.5 mtr. Long minimum
10.	Roller	Should slide easily in g section
11.	Bottom Pipe	60 mm OD & 2.0 mm thick
12.	Top Pipe	60 mm OD & 2.0 mm thick
13.	Door Support	43 mm & 33 mm OD, 2.0 mm thick
14.	Door Corridor	33 mm OD & 2.0 mm thick
15.	Pipe Half Cut Slider	60 mm OD & 2.0 mm thick
16.	Hinges	60 mm OD & 2.0 mm thick

d) Profile and gutter:

PROFILE AND GUTTER			
S. No.	Part Name	Specification	Description
1.	Profile	Aluminum profile OR GI Profile	200 to 220 gr per running m 300 gr per running m
2.	Gutter, 1-1.5% slope, max. gutter length 40 m.	Plastic drainage sheet (Single piece) OR GI drainage sheet 1.2 mm supported by gutter purlins (Single piece, if supported on arch)	Virgin, UV stabilized 1.4 mm thick and 600 mm wide 500 mm wide
3.	Zigzag spring insert	High carbon steel wire for repeated action, 2.3 mm dia	GI spring over 2 inch strip of new poly film over the main plastic in profile. (25% over lapping)

e) Polythene:

The bidder should submit details of make (s) and quality parameters of the polythene sheet to be used in green house and tie-up with polythene supplier (s) on Rs. 100/-Non Judicial stamp paper along with necessary documents regarding quality assurance and specifications of the polythene sheet.

Polythene specifications	
Description	Specification
Multi-layered Polythene such as Ginegar, Agripolyane, Plastica Kritis, Soloplast, Polytive, Essen Multipack Ltd., Vatan plastic' poly film - Turkey	Fixed properties - 200 micron thick, UV stabilized, Thermic, diffused, Anti dust, Anti drip, IR Reflective cooling

f) Shade net and Insect net:

40 Mesh Insect Net with 115 – 120 GSM Under curtain
50 % Manually movable White Shade net with 100 GSM (On top underneath polythene)
35% or 50% Shade net with 115-120 GSM on each top ventilation
40 mesh insect net 115 to 120 GSM fitted at each side curtain

g) The foundations – Telescopic type. A pit of 60 cm x 60 cm x 75 cm depth to be filled with concrete in a ratio of 1:2:4 after completing the foundations, 10 days of curing is must.

h) Irrigation System:

- 1) Filter Unit with platform – Sand + Disc Filter 2” , PRV 2” , ARV 2” , Ventry 2” , Pressure gauge with GI fitting accessories.
- 2) PVC Control Valve 2” – All valve will be installed at one place.
- 3) Inline 16mm/cl-2-2.1lph/30 c.m. - Used only PCND inline 02 nos. for each bed.

- 4) Drip lateral 16mm/cl-2 – Lateral must be fixed with GI wire on top and 4 way Fogger should be installed at 2.5 x 2.5 mtr. Spacing.
- 5) Micro sprinkler 40 to 100 lph at each top vent of Green house at 4.0 mtr spacing
- 6) Roof top sprinkler should be installed.

i) General Terms and Conditions:

- I. No pipes should be found welded except long bottom pipe (8 m length). Rest all length GI pipes are available in the market.
- II. The white shade net 50% to be used at the top inside the poly house.
- III. The apron height must be 1.25 to 1.5 m from ground.
- IV. The apron plastic must be buried in the ground at least 30 cm from ground level.
- V. The curtain pipe should be cut near the door in case door is placed at the centre of the side wall.
- VI. 40 mesh insect net to be used to all the four sides of a poly house.
- VII. The main column and small column must touch the concrete of the foundation and the foundation pipe should not be visible. In other words, the foundations should be leveled.
- VIII. Supplier should ensure pre-check of green house construction materials for specifications by SCO Banswara after supply of materials at site and before erection.
- IX. If fixtures found rusted the structure will be considered incomplete.
- X. In case of top poly film fitted to the arches, if the length of top is more than 30 m, then the top plastic to be fitted to arch at every 24 m length by using profile and zigzag spring to avoid flapping of top plastic during winds.
- XI. Self drilling screw in profile should not be more than 30 cm apart
- XII. While installing the multilayer film, first insure that respective layers are facing the right direction as shown on film (e.g. inside out)
- XIII. Provide a sample of one sqm size of poly film having manufacturer's identification mark along with batch no.
- XIV. Film should be tensioned tightly enough so that there should not be flapping during windy days.
- XV. The structural design should be sound enough to withstand wind velocity of 120 km/hr.
- XVI. The overall structure should perform satisfactorily in all respects.
- XVII. The logo, brand name and batch no with code number must be printed at every meter distance on poly films that should not get washed easily.
- XVIII. Wire rope & support system-Every Column pipe should have a hole passing through East to West direction to enable fixing of Plastic Coated wire rope of 10mm thickness with turn buckles. Four rows of 4 mm dia. Thick G.I. wire should be installed in north to south direction in every bay.
- XIX. Path – Cement concrete path West-East direction of 1.2 M width made of cement concrete having 1:2:4 ratio.
- XX. Bracing – Double bracing at every corner.
- XXI. Gutter – All gutter exit should be collected through PVC/GI Sheet and a proper drainage system should be established to avoid any water erosion.

j) Document submitted with the technical Bid

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee, RISL Processing Fee (e-Procurement), and Bid Security	Scanned copy of Instrument
Eligibility Documents		
2.	Bidder's Authorization Certificate	Scanned Copy of Authorization Certificate
3.	Original Scanned Bid Document	To be uploaded duly signed and stamped on each page.
4.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
5.	Self Declaration by Bidders	As per Annexure-A
6.	Items Offered + Technical specifications compliance sheet for all items only on OM's letter-head	As per list of items & specifications included in Bid document

7. Completion of the work:

The bidder is supposed to be complete the construction of green house along with micro irrigation and other related facilities within 60 days after issuance of work order

8. Location of the work:

At the RSSOPCA, Grow Out Test Farm Borwat, Banswara, Rajasthan

9. Changes in the Bid Document:

- a) At any time, prior to the deadline for presenting bids, the RSSOPCA 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 amendment.
- 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.

10. Period of Validity of Bids:

- a) Bids submitted by the bidders shall remain valid during the period specified in the 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.

11. 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

12. Technical bid: The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	e-Bid Document Fee	Scanned Proof of submission
2.	e-Bid security Fee	Scanned Proof of submission
3.	e-Bid Processing Fee	Scanned Proof of submission
Eligibility Documents		
1.	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.
2.	Original Scanned e-Bid Document	To be uploaded duly signed and stamped on each page.
3.	All the documents mentioned in the "Eligibility and essentials", in support of the eligibility	As mentioned against the respective eligibility criteria clause
Technical Documents		
1.	Self Declaration by Bidders	As per Annexure-3
2.	Certificate of Conformity/ No Deviation	As per Annexure-4
3.	Declaration by Bidders	As per Annexure-5
4.	Undertaking on Authenticity of material used	As per Annexure-6

13. Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid - covering letter	On bidders letter head duly signed by authorized signatory
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

The bidder should ensure that all the required documents, as mentioned in this bid 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.

14. 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.

15. Payment terms:

The prices should be quoted inclusive of component wise/ material wise and number wise cost, construction/ installation charges, all handling, packaging, transportation and insurance charges and all type of taxes to the point of execution. The payment shall be made after successful completion of the work and subject to verification by a committee designated for this work. No advance payment will be given.

16. 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 (Director RSSOPCA) 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 (Principal Secretary Agriculture & Chairman RSSOPCA) 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.

17. Conditions of Contract

Clause 1- **Compensation for delay:**

The time allowed for carrying out the work, as entered in the bid, shall be strictly observed by the contractor and shall be reckoned from the 10th day after the date of written order to commence the work is given to the bidder. If the bidder does not commence the work within the period specified in the work order, he shall stand liable for the forfeiture of the amount of Earnest Money and Security Deposit, if any. Besides, appropriate action may be taken by the competent authority to debar him from taking part in future bids for a specified period or black list him. The work shall throughout the stipulated period of completion of the bid, be proceeded with all due diligence, time being essence of the bid, on the part of the contractor. To ensure good progress during the execution of work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds one month (save for special jobs), to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed, 3/8th of the work before 1/2 of such time has elapsed and 3/4th of the work before 3/4 of such time has elapsed. If the bidder fails to complete the work in accordance with this time schedule in terms of cost in money, and the delay in execution of work is attributable to the bidder, the bidder shall be liable to pay compensation to the RSSOPCA at every time span as below:-

A.	Time span of full stipulated period	1/4 th (____ days)	1/2 th (____ days)	3/4 th (____ days)	Full (____ days)
B.	Work to be completed in terms of money	1/8 th (Rs.____)	3/8 th (Rs.____)	3/4 th (Rs.____)	Full (Rs.____)
C.	Compensation payable by the Contractor for delay attributable to the contractor at the stage:	2.5% of scheduled work remained unexecuted on the last day of (1/4) time span.	5% of scheduled work remained unexecuted on the last day of (1/2) time span.	7.5% of scheduled work remained unexecuted on the last day of (3/4) time span.	10% of scheduled work remained unexecuted on contracted full period.

Note:- In case delayed period over a particular span is split up and is jointly attributable to RSSOPCA and bidder the competent authority may reduce the compensation in proportion of delay attributable to RSSOPCA over entire delayed period over that span after clubbing up the split delays attributable to the RSSOPCA and this reduced compensation would be applicable over the entire delayed period without paying any escalation.

- (i) In 60 days time span is of 6 months, delay is of 30 days which if is split over as under:-
5 days (attributable to RSSOPCA) + 5days (attributable to bidder) + 5 days (attributable to RSSOPCA) + 5 days (attributable to bidder) + 5 days (attributable to RSSOPCA) + 5 days (attributable to bidder) Total delay is thus clubbed to 15 days (attributable to RSSOPCA) and 15 days (attributable to bidder). The normal compensation of 30 days as per clause 2 of agreement is 10%. The contractor shall, further, be bound to carry out the work in accordance with the date and quantity entered in the progress statement attached to the bid.

In case the delay in execution of work is attributable to the bidder, the span wise compensation, as laid down in this clause shall be mandatory. However, in case the slow progress in one time span is covered up within original stipulated period, then the amount of such compensation levied earlier shall be refunded. The RSSOPCA shall review the progress achieved in every time span, and grant stage wise extension in case of slow progress with compensation, if the delay is attributable to bidder, otherwise without compensation.

However, if for any special job, a time schedule has been submitted by the bidder before execution of the agreement, and it is entered in agreement as well as same has been accepted by the RSSOPCA, the bidder shall complete the work within the said time schedule. In the event of the bidder failing to comply with this condition, he shall be liable to pay compensation as prescribed in foregoing paragraph of this clause provided that the entire amount of compensation to be levied under the provisions of this clause shall not exceed 10% of the value of the contract. While granting extension in time attributable to the RSSOPCA reasons shall be recorded for each delay.

Clause 2 – **Risk and Cost Clause:**

The Competent Authority defined under rules may, without prejudice to his rights against the bidder, in respect of any delay or inferior workmanship or otherwise, or to any claims for damages in respect of any breaches of the bid and without prejudice to any rights or remedies under any of the provisions of this bid or otherwise, and whether the date for completion has or has not elapsed, by notice in writing, absolutely determine the bid in any of the following cases :-

- I. If bidder having been given by the RSSOPCA, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or unworkman like manner, shall omit to comply with the requirements of such notice for a period of seven days, thereafter, or if the bidder shall delay or suspend the execution of the work so that either in the judgment of the RSSOPCA (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already, failed to complete the work by that date.
- II. If the bidder, being a company, shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager, on behalf of a creditor, shall be appointed or if circumstances shall arise, which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order,

- III. If the bidder commits breach of any of the terms and conditions of this bid.
- IV. If the contractor commits any acts mentioned in **Clause 17 hereof**. When the bidder has made himself liable for action under any of the cases aforesaid, the Director or duly authorized officer on behalf of the RSSOPCA shall have powers.
- a) To determine or rescind the bid, as aforesaid (of which determination or rescission notice in writing to the bidder under the hand of the officer-in-charge shall be conclusive evidence) upon such determination or rescission, the earnest money, full security deposit of the bid shall be liable to be forfeited and shall be absolutely at the disposal of RSSOPCA.
 - b) To employ labour paid by the RSSOPCA and to supply materials to carry out the work or any part of the work, debiting the bidder with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the officer-in-charge shall be final and conclusive against the bidder) and crediting him with the value of the work done in all respects in the same manner and at the same rates, as if it had been carried out by the bidder under the terms of this bid. The certificate of the officer-in-charge as to the value of the work done shall be final and conclusive evidence against the bidder provided always that action under the sub clause shall only be taken after giving notice in writing to the bidder. Provided also that if the expenses incurred by the department are less than amount payable to the bidder at his agreement rates, the difference shall not be paid to the bidder.
 - c) After giving notice to the bidder to measure up the work of the bidder and to take such part thereof, as shall be unexecuted out of his hands and to give it to another bidder to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original bidder, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the officer-in-charge shall be final and conclusive) shall be borne and paid by the original bidder and may be deducted from any money due to him by RSSOPCA under this bid or on any other account. Whatsoever, or from his Earnest Money. Security Deposit, Enlistment Security or the proceeds for sales thereof, or a sufficient part thereof as the case may be. In the event of any one or more of the above courses being adopted by the officer-in-charge, the bidder shall have no claim to compensation for any loss sustained by him reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of bid. And, in case action is taken under any of the provisions aforesaid, the bidder shall not be entitled to recover or be paid, any sum for any work thereof or actually performed under this bid unless and until the officer-in-charge has certified, in writing, the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 3 - **Bidder remains liable to pay compensation, if action not taken under clause 2 :**

- (i) In any case in which any of the power conferred by clause 2 hereof shall have become exercisable and the same shall have not been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions hereof, and such power

shall notwithstanding be exercisable in the event of any future case of default by the bidder for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the bidder for past and future compensation shall remain unaffected.

Powers to take possession of, or require removal, sale of bidder's plant:

- (ii) In the event of the Director or other duly authorized officer putting in force either or the power (a) to (c) vested in him under the preceding clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the works or the site thereof or belonging to the bidder or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account of the bid rates or, in case of these not being applicable, at current market rates, to be certified by the Director or duly authorized officer (whose certificate thereof shall be final and conclusive), otherwise the concerned Officer may by notice in writing to the contractor or his clerk of the works, foreman or other authorized Agent, require him to remove such tools plant, materials or stores from the premises (within a time to be specified in such notice) and in the event of the bidder failing to comply with any such requisition the Director or other duly authorized officer may remove them at the bidder expenses or sell them by auction or private sale on account of the bidder and at his risk in all respect, and the certificate of the Director or other duly authorized officer as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the bidder.

Clause 4— **Extension of Time:**

If the bidder shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on any other grounds, he shall apply in writing to the Director within 10 days of the date of the hindrance on account of which he desires such extension as aforesaid and the Director shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Clause 5 – **Final Certificate:**

On completion of the work the bidder shall be furnished with a certificate by the officer-in-charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until the bidder shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish and cleaned off the dirt. If the bidder should fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and clearing off dirt on or before the date fixed for the completion of the work, the officer-in-charge may at the expense of the bidder remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid; and the bidder shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Clause 6 – **Time limit for payment of final bills:**

The final bill shall be paid within two months for bids on presentation by the bidder. If there shall be any dispute about any item (s) of the work, then the undisputed item (s) only shall be paid within the said period of two months. The bidder shall submit a memorandum of the disputed items along with justification in support within 15 days from the disallowance thereof and if he fails to do this, his claim shall be deemed to have been fully waived and absolutely extinguished.

Clause 7 – **Bidder to be given time to file objection to the verification recorded by the RSSOPCA:**

Before taking any verification of any officer-in-charge shall give reasonable notice to the bidder. If the bidder fails to be present at the time of verification after such notice or fails to sign or to record the difference within week from the date of verification in the manner required by the officer-in-charge, then in any such even the verification taken by the officer-in-charge, or by the committee, as the case may be, shall be final and binding on the bidder and the bidder shall have no right to dispute the same.

Clause 8 – **Bills to be on printed forms:**

The bidder shall submit all bills on the printed form to be had on application at the office of the officer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered pursuant of these conditions; and not mentioned or provided for in the tender, at the rates hereinafter provided for such work.

Clause 9 – **Rejection of the materials procured by bidder:**

The RSSOPCA shall have full powers to require the removal from the premises of all material which in his opinion are not in accordance with the specification and in case of default, the RSSOPCA shall be at liberty to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such material to be substituted thereof and in case of default, RSSOPCA may cause the same to be supplied and all cost which may attend such removal and substitution are to be borne by the bidder.

Clause 10 – **Works to be executed in accordance with specification, orders etc.**

The bidder shall execute the whole and every part of the work in the most substantial and satisfactory manner, and both as regards materials and otherwise in every respect in strict accordance with the specifications. The bidder shall also conform exactly, fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the officer-in-charge and lodged in his office and to which the bidder shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours and the bidder shall if he so requires be entitled at his own expense to make as cause to be made copies of specifications and of all such designs, drawings and instructions as aforesaid.

Clause 11 – **Alteration in specification and design do not invalidate bid:**

The RSSOPCA shall have power to make any alterations in or additions to the original specifications, drawings, designs and instructions, that may appear to him to be necessary or advisable during the progress of the work and the bidder shall be bound to carry out the work in accordance with any instruction which may be given to him in writing signed by the RSSOPCA and such alteration shall not invalidate the bid and any additional work which the bidder may be directed to do in the manner above specified as part of the work, shall be carried out by the bidder on the same conditions in all respect on which he agreed to do the main work and at the same rates as are specified in tender for the main work.

Clause 11 A – **Quantum of additional, extra work, excess work etc.**

The quantum of additional work for each item shall not exceed 50% of the original quantity given in the agreement and the total quantum of additional and of extra items shall not exceed 20% of the total contract value unless otherwise mutually agreed by the RSSOPCA and the bidder.

Clause 12 – **Action and compensation payable in case of bad work:**

If it shall appear to the RSSOPCA, that any work has been executed with unsound imperfect or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by him for the execution of the work are unsound, or of a quality inferior to that contracted for, otherwise not in accordance with contract, the bidder shall on demand in writing from the RSSOPCA specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for will rectify, or remove and reconstruct the work so specified in whole or in part, as the case may be, remove the materials or articles so specified and provided other proper and suitable materials or articles at his own cost, and in the event of his failing to do so within a period to be specified by the RSSOPCA in his demand as aforesaid; then the contractor shall be liable to pay compensation at the rate of one percent on the tendered amount of work for every week not exceeding ten percent while his failure to do so, shall continue and in the case of any such failure the RSSOPCA may rectify or remove, and re-execute the work or remove and replace with others the materials or articles complained of as the case may be, at the risk and expense in all respects of the bidder.

Clause 13 – **Work to be open for inspection i.e. Bidder or responsible agent to be present:**

All work under or in course of execution or executed in pursuance of the bid shall at all times be open to inspection and supervision of the RSSOPCA and his Officer In-charge, and the bidder shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the RSSOPCA or his Officer In-charge to visit the works shall have been given to the bidder

either himself be present to receive order and instruction, or have a responsible agent duly accredited in writing present for the purpose. Orders given to the bidder's agent shall be considered to have the same force as if they had been given to the bidder himself.

Clause 14 **Work not to be sublet, Bid may be rescinded and security deposit forfeited for subletting, bribing or if bidder becomes insolvent:**

The bid shall not be assigned or sublet without the written approval of the Director. And if the bidder shall assign or sublet his bid, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditors, or attempt so to do, or if any bribe, gratuity, gift, loan, requisite rewards or advantage, pecuniary or otherwise, shall either directly or indirectly be given promised or offered by the bidder, or any of his servants or agents to any officer or person in the employ of RSSOPCA in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the bid, the Director may thereupon by notice in writing rescind the bid, and the security deposit of the bidder shall thereupon stand forfeited and be absolutely at the disposal of RSSOPCA and the same consequences shall ensue as if the bid had been rescinded under clause 2 hereof, and in addition the bidder shall not be entitled to recover or be paid for any work therefore actually performed under the bid.

Clause 15 – **Works to be under directions of the Engineer-in-charge:**

All the works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the officer-in-charge of the RSSOPCA for the time being, who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

Clause 16 – **Settlement of disputes :**

If any question, difference or objection whatsoever shall arise in any way in connection with or arising out of this instrument or the meaning of operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter as herein before provided for and been so decided, every such matter constituting a total claim of Rs. **50,000/-** or above, whether its decision has been otherwise provided for and whether it has been finally decided accordingly, or whether the contract should be terminated or has been rightly terminated and as regards the rights or obligations of the parties as the result of such termination shall be referred for decision to the Director of the RSSOPCA. The officer-in-charge on receipt of application along with prescribed fee (the fee would be two percent of the amount in dispute not exceeding Rs. one lacs) from the bidder shall refer the disputes to the Director of the RSSOPCA with in a period of 10 days from the date of receipts of application.

Clause 17 – **Action where no specification :**

In case of any class of work for which there is no such specification, such work shall be carried out in accordance with the detailed specification of the RSSOPCA and also in accordance with the instruction and requirement of the RSSOPCA.

Clause 18 – **Withdrawal of work from the bidder:**

If the RSSOPCA shall at any time and for any reasons whatever, think any portion of the work should not be executed or should be withdrawn from the bidder, he may by notice in writing to that effect, require the bidder not to execute the portion of the work specified in the notice or may withdraw from the bidder the portion of work so specified and the bidder shall not be entitled to any compensation by reason of such portion of work having been withdrawn from him.

Clause 19 – **Payment of GST and any other taxes:**

The GST, Royalty or any other tax on materials issued/services rendered in the process of fulfilling bid payable to the Government under rule in force will be paid by the bidder himself.

Clause 20 – **Quality Control:**

The RSSOPCA shall have right to exercise proper quality control measures. The bidder shall provide cost and all assistance to conduct such tests.

Clause 21 – **Force Major:**

Neither party shall be liable to each other for any loss or damage occasioned by or arising out of acts of God such as unprecedented floods, volcanic eruptions, earthquake or other conclusion of nature and other acts.

Clause 22 – **Jurisdiction of Court:**

In the event of any dispute arising between the parties hereto in respect of any of the matter comprised in this agreement, the same shall be settled by a competent court having jurisdiction Jaipur.

(Signature of Bidder)
Seal:

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

To,

(Bidding Authority)

.....
.....

In response to the Bid/ NIT Ref. No.....datedfor construction of Green House along with Micro Irrigation & other related facilities at RSSOPCA Grow Out Test Farm Borwat, Banswara during 2017-18 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
Authorized 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 is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

SELF-DECLARATION{to be filled by the bidder}

To,

{Procuring entity},

In response to the Bid 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: -

Authorized 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 specifications of Hardware & Software 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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

DECLARATION BY BIDDER{to signed by selected bidder}

I/ We declare that I am/we are Manufacturers in the goods/ stores/ equipment 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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

UNDERTAKING ON AUTHENTICITY OF MATERIAL USED IN GREEN HOUSE

{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 e-Bid ref. no. _____ dated _____.

We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software 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.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the material already supplied at our cost and return any amount paid to us by you in this regard and that you 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

To

DIRECTOR,
RAJASTHAN STATE SEED
AND ORGANIC PRODUCTION
CERTIFICATION AGENCY.
PANT KRISHI BHAWAN,
JAIPUR-302005

- (1) In consideration of the Rajasthan State Seed & Organic Production Certification Agency, Pant Krishi Bhawan, Jaipur, Rajasthan (hereinafter called "RSSOPCA") having agreed for construction of green house (naturally ventilated) with micro irrigation and other facilities at GOT farm Borwat, Banswara to M/s-----**name of firm/manufacturer/authorised dealer** (hereinafter called "the said Contractor(s)") under the terms and conditions of tender issued for construction of aforesaid work/ infrastructural facilities at the GOT farm Borwat, Banswara in Rajasthan, depositing bank guarantee of Rs. (in words rupees only) valid up to --- ----- duly pledged in favor of Director, Rajasthan State Seed & Organic Production Certification Agency, Pant Krishi Bhawan, 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. /- (Rupees 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 RSSOPCA an amount not exceeding 5% of the work order value against any loss or damage caused to or suffered or would be caused to or suffered by the RSSOPCA by reason of any fails to comply by the said Contractor(s) of any of the terms or conditions contained in the said EOI tender.
- (2) 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 RSSOPCA 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 RSSOPCA by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said tender 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 /- (Rs. only).

- (3) We undertake to pay to the RSSOPCA 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.
- (4) 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 tender and that it shall continue to be enforceable till all the dues of the RSSOPCA under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till Rajasthan State Seed & Organic Production Certification Agency (RSSOPCA) certifies that the terms and conditions of the said tender 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 dated ----- shall be discharged from all the liability under this guarantee thereafter.
- (5) We, theBank, Branch office at, District (**Name of State**) further agree with the RSSOPCA that the RSSOPCA 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 tender 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 RSSOPCA against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said tender 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 RSSOPCA or any indulgence by the RSSOPCA 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.
- (6) NOTWITHSTANDING ANYTHING HEREIN
- Our liability under this guarantee shall not exceed Rs. /- (Rupees Only).
- The Bank Guarantee shall be valid up to-----.
- 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 -----
- .
- (7) We, Bank, Branch office at, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the five in writing.

(Name of place & State).

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.

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(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.