



Rajasthan State Seeds Corporation Ltd.

Pant Krishi Bhawan, Jan Path, Jaipur - 302005

CIN-U75132RJ1978SGC001781, Website : www.rajseeds.rajasthan.gov.in

Request Document for Empanelment by pre qualification process for Vegetable Seed/Horticultural/Spices Seed

<i>Particular</i>	<i>Date</i>	<i>Time</i>
Date and Time of Pre-Bid Meeting	10.06.2026	At 11:00 hrs.
Last date and time of online submission of Bid	24.06.2026	Up to 14.00 hrs
Physical submission of Bid Security , Bid fee and Processing fees	24.06.2026	Up to 14.00 hrs
Opening of Technical Bid	24.06.2026	At 16.00 hrs.

Bid security: 10 lacs

Bid Fees: 5000+GST (5900)

Processing Fees: 2500+GST(2900)

Pant Krishi Bhawan, Illrd Floor, Janpath, Jaipur-302005

Telephone No.: 0141 - 2227147, 2227514, 227944, 2227651, 2227513

E-mail: rajseedsmarketing@gmail.com

Handwritten signature

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RAJASTHAN STATE SEEDS CORPORATION LIMITED

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CIN-U75132RJ1978SGC001781

www.rajseeds.rajasthan.gov.in

F6() Mktg/ Empanelment/ Vegetable seed/ 2026-27/ 4603


Date: 02-06-26

EOI for Empanelment of seed Producer Companies for supply of Vegetable Seed/Horticultural/Spices Seeds

Rajasthan State Seeds Corporation Ltd. invites e-Bids for one year in prescribed format from reputed seed production companies for supplying of Vegetable Seed/Horticultural/Spices seeds.

S. No.	Crop	Variety	Class of seed	BID Security (Rs.)	Bid fee Including GST (Rs.)	Bid Processing fee Including GST (Rs.)	Average Minimum Turnover last three year (in crore)
1	2	3	4	5	6	7	8
1	Vegetable Seed/Horticultural/Spices Seed	as per offer by bidder	CS/TL	1000000/-	5900/-	2950/-	10

1. This Bid shall be processed through E-procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and various details can be seen/downloaded from this website and details also can be seen/ downloaded from SPP Portal of Govt. of Rajasthan www.sppp.rajasthan.gov.in and corporation website www.rajseeds.rajasthan.gov.in
 2. The last date for downloading the Bid document and uploading of duly filled Bid form shall be **24.06.2026 up to 14.00 Hr.** The Bid Security, Bid fees and Processing fees is to be submitted through online transaction/RTGS/ demand draft/banker's cheque in favour of Rajasthan State Seeds Corporation Limited payable at Jaipur.. For the unsuccessful bidders bid security will be refunded and for the successful bidder it may be converted into BG, E-BG.
 3. Scanned copy of demand draft/banker's cheque/ RTGS /online receipt of Bid Security & Bid fees and Processing fees will have to be uploaded on www.eproc.rajasthan.gov.in along with the tender mandatorily.
 4. Demand draft/ banker's cheque of Bid Security, Bid fees and Processing fees shall be physically submitted to Rajasthan State Seeds Corporation Limited, H.O, Jaipur up to 14.00 Hr. on **24.06.2026**. The tenderer may also deposit the Bid Security, Bid fees & Processing fees online in the account of RSSCL Ltd. with the remark of Bid/NIB no. as per the details given below. However in such case the firm has to upload the transaction receipt with the remark of Bid/NIB no. along tender on www.eproc.rajasthan.gov.in :
- Account Name: Rajasthan State Seeds Corporation Limited Name of Bank: State Bank Of India**
Branch: Commercial branch, Jaipur, Account No. : 51052136667, IFSC code: SBIN0031781
5. The technical bid shall be opened at **16.00 Hr. on 24.06.2026** .
 6. Technical bid should be submitted strictly as per instructions to Bidders given in the Bid document.
 7. Bid not accompanied with requisite Bid Security, Bid Fees & Processing Fees and not submitted as per the instructions contained in the Bid document are liable for rejection.
 8. The Bid fees and processing fees shall not be refundable.
 9. RSSCL reserves the right to accept or reject any one or all the Bids in part or full without assigning any reason.


Managing Director

Bid Form
EOI for Empanelment of Seed Producer Companies

Form for empanelment of Seed Producer companies for supply of fresh Certified and T/L Hybrid and open pollinated Vegetable Seed/Horticultural/Spices Seed as per requirement basis. (Please read Terms and conditions before filling the form)

Note:-Please fill up all the information carefully and completely.

1. Details of Bid Fees and processing fees as per NIB and Bid document: -

S.No.	Fee	Demand Draft/Banker's Check/ Online Transaction no.	Date	Amount (Rs.)	Bank Name
1.	Bid fees (5900)				
2.	Processing fees (2950)				

2. Details of Bid Security deposited as per NIB and Bid document: -

S.No.	Fee	Demand Draft/ Banker's Check/ Online Transaction no.	Date	Amount (Rs.)	Bank Name
1.	Bid Security (10,00,000)				

3. Name of Organization: -

.....

4. Postal address in full in capital letters: -

.....

5. Telephone / Mobile No.: -

.....

6. Email Address-

.....


7. Nature of Institution: Proprietor/ Partnership Pvt. Ltd./ Others (Please attach documents)

.....

8. Past performance as prime producer who supplied the seeds during any one year of last five years / current year (Attach copies of work orders and satisfactory completion certificate of such orders issued by any Govt. /public sector organization). Such certificate relating to current year may also be considered. This past performance should have minimum **value of 1.5 crore in a year**. If any bidder fails to qualify this criteria, the bid submitted by that bidder shall disqualify.

SN	Order no & Date	Crop/ Variety	Quantity (Qtls.)		Amount of actual supply	Quality complaints if any
			Ordered	Actual supply		
A						
B						
C						
D						
E						
F						



9. Financial details to be issued by CA & concerned bank having information: -
(i) Details of turnover of last 3 years certified by chartered accountant with UDIN.
(ii) Detail of Bank account
(iii) A successful bidder should have atleast achieved minimum average turnover of 10 crore during the last 3 years. (Annexure-E)
(iv) GSTRB and GSTR-1
10. Category of crop/s for which empanelment sought during Kharif, Rabi and Zaid season. (Please note that one Producer/Company can apply for more than one category):
(A) Vegetable Seed/Horticultural Seed:
Beetroot, Bhindi, Bitter Gourd, Bottle Gourd, Brinjal, Cabbage, Carrot, Cauliflower, Chilli (Light green, Dark green), Coriander, Cucumber, Onion, Pea, Radish, Ridge Gourd, Round Gourd (Tinda), Spinach, Sponge Gourd, Tomato, Water Melon. (Iceberg/other), Pumpkin, Turnip, French bean, Musk Melon, Cluster bean.
(B) Spices Seed:
Coriander, Cumin, Fennel, Fenugreek.
11. **Quality of seed:-** The variety of crop must be identical genetic, uniform and stable and most suitable for cultivation in all district of Rajasthan. Seed must be disease and virus free by being maintained the aseptic condition in the production field. Seed must be genetically pure, sound in morphological and Physical characters.
12. **Source of seed:-** Needs to be submitted at the time of purchase along with seed availability (see details in condition no. 22 of section A).
13. **A company may submit empanelment proposals for two most suitable varieties of selected vegetable Seed/Horticultural/Spices seed and may apply for number of crops.** Variety wise details of seeds being offered should be filled in following season wise tables. Variety should be recommended and suitable for cultivation in all district of Rajasthan (Attach affidavit annexure-L) . Varieties needs to be filled in every season, only varieties filled in corresponding season shall be considered for that particular season.
- 

Variety wise details (F1 Hybrid):-**KHARIF-**

Variety wise details (F1 Hybrid):-						
Vegetable crops/Horticultural -						
S.No.	Name of Crop	Variety	Category (CS/TL)	Packing size	Sowing time	Average Yield/ha (MT)
1	Bhindi					
2	Bitter Gourd					
3	Bottle Gourd					
4	Brinjal					
5	Chilli (Dark green)					
6	Chilli (Light green)					
7	Cucumber					
8	Pumpkin					
9	Ridge Gourd					
10	Round Gourd (Tinda)					
11	Sponge Gourd					
12	Tomato					



RABI-

Variety wise details (F1 Hybrid):-						
(A)Vegetable crops/Horticultural -						
S.No.	Name of Crop	Variety	Category (CS/TL)	Packing size	Sowing time	Average Yield/ha (MT)
1	Beetroot					
2	Brinjal					
3	Cabbage					
4	Carrot					
5	Cauliflower					
6	Chilli (Dark green)					
7	Chilli (Light green)					
8	Coriander					
9	French bean					
10	Onion					
11	Pea					
12	Radish					
13	Spinach					
14	Tomato					
15	Turnip					
(B) Spices crops-						
1	Coriander					
2	Cumin					
3	Fennel					
4	Fenugreek					

Zaid-**Variety wise details (F1 Hybrid):-****Vegetable crops/Horticultural -**

S.No.	Name of Crop	Variety	Category (CS/TL)	Packing size	Sowing time	Average Yield/ha (MT)
1	Bhindi					
2	Bitter Gourd					
3	Bottle Gourd					
4	Brinjal					
5	Chilli (Dark green)					
6	Chilli (Light green)					
7	Cluster bean					
8	Cucumber					
9	Pumpkin					
10	Ridge Gourd					
11	Round Gourd (Tinda)					
12	Sponge Gourd					
13	Tomato					
14	Water Melon					
15	Water Melon (Iceberg)					
16	Musk Melon					



Variety wise details (Open pollinated):-

KHARIF-

Variety wise details (Open pollinated):-						
Vegetable crops/Horticultural-						
S.No.	Name of Crop	Variety	Category (CS/TL)	Packing size	Sowing time	Average Yield/ha (MT)
1	Bhindi					
2	Bitter Gourd					
3	Bottle Gourd					
4	Brinjal					
5	Chilli (Dark green)					
6	Chilli (Light green)					
7	Cucumber					
8	Pumpkin					
9	Ridge Gourd					
10	Round Gourd (Tinda)					
11	Sponge Gourd					
12	Tomato					

Ant

RABI-**Variety wise details (Open pollinated):-****(A) Vegetable crops/Horticultural-**

S.No.	Name of Crop	Variety	Category (CS/TL)	Packing size	Sowing time	Average Yield/ha (MT)
1	Beetroot					
2	Brinjal					
3	Cabbage					
4	Carrot					
5	Cauliflower					
6	Chilli (Dark green)					
7	Chilli (Light green)					
8	Coriander					
9	French bean					
10	Onion					
11	Pea					
12	Radish					
13	Spinach					
14	Tomato					
15	Turnip					

(B) Spices crops-

1	Coriander					
2	Cumin					
3	Fennel					
4	Fenugreek					



ZAID-**Variety wise details (Open pollinated):-****Vegetable crops/Horticultural/ Spices crops-**

S.No.	Name of Crop	Variety	Category (CS/TL)	Packing size	Sowing time	Average Yield/ha (MT)
1	Bhindi					
2	Bitter Gourd					
3	Bottle Gourd					
4	Brinjal					
5	Chilli (Dark green)					
6	Chilli (Light green)					
7	Cluster bean					
8	Cucumber					
9	Pumpkin					
10	Ridge Gourd					
11	Round Gourd (Tinda)					
12	Sponge Gourd					
13	Tomato					
14	Water Melon					
15	Water Melon (Iceberg)					
16	Musk Melon					



14. List of Enclosures and checklist for technical evaluation: - Following should be enclosed and uploaded in the sequence given below: -

S.No.	Item	Details Related to column-2	Page No.
1	2	3	4
1.	Demand Draft /Online transaction receipt for Bid Security, Bid & Processing Fee.	As Per NIB	
2	Certificate of Annual Turn Over of the firm in annexure-E by authorized Chartered Accountant.	As per Annexure-E	
3.	Authorization / Resolution /Declaration /Affidavit etc. on Rs. 500/- non-judicial stamp paper strictly as per term.no. – 16 of sec-A of bid.	Attach Copy	
4.	Past Performance in anyone year of last five years / current year (Minimum 1.5 crore in a year)	Attach Copies of work orders and work completion certificate	
5.	Format of Technical bid duly filled and signed.	Attach Copy	
6.	GST Registration Certificate with GSTR 3B	Attach Copy	
7.	ITR for last three Assessment years. (2022-23, 2023-24, 2024-25/2025-26 if available)	Attach Copy	
8	PAN card and Details of Bank A/C	Attach Copy	
9	Declaration by the bidder on Rs. 500/- non-judicial stamp paper (as per annexure-B)	As per Annexure-B	
10	Each and Every page of Bid Document should be signed with stamp of authorized signatory of Bidder.	Attach Copy	
11	Copy of Valid Seed license	Attach Copy	
12	Give details regarding package of practice, yield potential, sowing time etc. of the varieties of crop for which the application/proposal is being submitted.	Copy of package of practice	
13	Document of technical details of the variety of each vegetable seed.	Copy of technical detail of variety/catalogue	
14	DNA fingerprint of respective offered varieties	Attach Copy	
15	R & D unit recognized by DSIR	Attach DSIR certificate	
16	Notarized Affidavit on Rs. 500/- non-judicial stamp paper stating that the firm is not debarred/ black listed by any Govt. Deptt. /Public Enterprise / Govt. Undertaking etc. term.no. – 21 of sec-A (as per annexure-I)	As per Annexure-I	
17.	MSME Certificate (if applicable).	Attach Copy	
18.	Seed processing Plant certificate	Attach Copy	
19	Seed producer registration certificate (in case of CS)	Attach Copy	

Note:-

1. Duly filled and signed bid form must be submitted along with above mentioned documents. Empanelment will be considered only of the bidder found to be qualified on these grounds.
2. Demand draft/ banker's cheque for bid security, bid fee and processing fee may be submitted physically by the date & time stipulated in NIB. bid security, bid fee and processing fee may also be paid on-line in given A/C instead of demand draft/ banker's cheque/e-bank guarantee. The original stamp must be sent by registered Indian post/speed post to RSSCL.
3. Scanned copy of documents mentioned at serial no. 1 to 19 is to be uploaded on www.eproc.rajasthan.gov.in
4. All the above-mentioned documents & enclosures (1 to 19) are mandatory and the bid is liable to be rejected in absence of any of these documents & enclosures.

Signature of proprietor (Supplier)
or their authorized representative with firms' seal

Section - A

General Instruction to Bidders

1. **Important Instruction:-** *The law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" (hereinafter called the Act) and "Rajasthan Transparency in Public Procurement Rules, 2013 (hereinafter called the Rules) under the said Act are in force for the procuring entities of the state of Rajasthan. The said Act and Rules are available on the website of state Public Procurement Portal <http://sppp.rajasthan.gov.in> and the bidders are advised in their own interest to acquaint themselves with the provisions of the Act and Rules before participating in the bidding process. If any discrepancy between the provisions of the Act and the Rules and that of this bidding document is found at any point of time, the provisions of the Act and the Rules shall prevail over the bidding document.*
2. The Bidders are advised in their own interest, to carefully read the Bid document and understand its purpose and unless the Bids specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the Bid document.
3. Bid must be submitted in the Bid form provided in the Bid document.
4. Erasure or alteration in the bid documents should be avoided. Modification, erasure, or alteration, if any should bear the signature of the person signing the bid along with stamp of the bidder. Any modification not so signed shall be ignored and the whole Bid may be treated as null & void on this ground.
5. Bids will be processed and accepted through E- Procurement system as prescribed by GOR.
6. Bids are invited to submit online E-Bid, which shall contain the information about the Bidder e.g., experience & past performance in the execution of similar contract (S), capability with respect to personnel, equipments, financial status, capacities.
7. Demand Drafts/banker's cheque for Bid Security, Bid fee and Processing fee in favour of Managing Director, RSSCL as mentioned in the e-Bid shall be submitted, physically at RSSCL Jaipur up to given time in NIB.
8. Scanned copies of above Demand Drafts/ banker's cheque shall also be submitted online with technical bid. In case a bidder is unable to deposit DDs physically, Bid Security, Bid Fee and Processing Fee can also be paid online in to the Bank account number of RSSCL Ltd and proof of online transaction will have to be uploaded with tender.
9. **Submission of Bid:-**
 - i. The Bid should be uploaded as per the requirements of web procurement portal of Govt. of Rajasthan i.e. www.eproc.rajasthan.gov.in and as mentioned in Check-List.
 - ii. The Procuring entity shall not be responsible for delay in online submission due to any reason. The electronic bidding system would not allow any late submission of bids.
 - iii. The Procuring entity is not bound to accept the lowest bid and may reject after recording reason (s) in writing, any, or all bids as per Rule 72 of RTTP Rules.
10. **Opening of Bid:-** The Bidders or their authorized representatives may attend at the time of opening of the Bid.
11. The bidder must provide its e-mail ID and any communication sent through e-mail shall be valid for all official, legal, commercial issues.
12. **False Document:-** If it is proved that any bidder has submitted any false document then RSSCL Ltd. reserves the right to debar the bidder/ forfeit the performance security or both the penalties may be imposed. The bid of such bidder shall be rejected at any stage of bid processing.

13. **Annual Turnover:-** The seed Producer should have a minimum annual average turnover of Rs. 10.00 Crores in the past 3 years.

14. **Past performance:-** The bidder must be a prime producer of seeds who supplied the seeds during the last five years/current year. Attach copies of purchase orders issued by any Govt./public sector organization along with certificate of satisfactory completion relating to minimum one year in the last five years. Such certificate relating to current year may also be considered. This past performance should have Minimum value of 1.5 crore in a year. If any bidder fails to qualify this criteria, bid submitted by that bidder shall disqualify.

15. **Eligible Bidders:**

(A) A Bidder may be a private Entity, government-owned Entity or, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture [JV] or Consortium. In the case of a Joint Venture or Consortium.

- I. all parties to the Joint Venture, Consortium or Association shall sign the Bid and they shall be jointly and severally liable; and
- II. a Joint Venture or Consortium shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture or Consortium during the Bidding process. In the event the Bid of Joint Venture or Consortium is accepted, either they shall form a registered Joint Venture or Consortium as company/firm or otherwise all the parties to Joint Venture or Consortium shall sign the Agreement.

(B) Essential Documents for qualification of bidder.

Any company, registered/incorporated under Companies Act, 1956/2013	Valid certificate of incorporation
Proprietorship firm registration under the shop and commercial establishment Act, 1958	Shop Establishment Certificate.
Partnership firm registered under "The Indian Partnership Act 1932 or amendment if any	Partnership registration certificate issued by registrar of Firms or duly notarized/Registered Deed of Partnership.
A Limited liability partnership (under the limited liability partnership act, 2008)	Copy of Certification of incorporation.
Society registered under societies registration act, 1860/Rajasthan Society Registration Act, 1958)	Society registration certificate
Trust Deed registered under the Indian Trusts Act, 1882	Certificate copy of the trust deed

(C) Bidder to submit copy of valid PAN card.

(D) Bidder to submit copy of GST certificate along with GSTR-3B & GSTR-1 latest quarterly return so that it can be verified that there is no overdue tax to be deposited to the Government.

(E) Copy of MSME (Udyog Aadhar, Udyam registration, Entrepreneurs Memorandum-III Udyam Registration Certificate or any other certificate, etc.)

16. Legal status of bidder

- I. All bidder including company, corporate body, partnership firm, co-operative society, co-operative institution or proprietorship who is willing to participate in the tender himself or authorizes any other person to participate in the tender, is required to submit an Authorization / Resolution / Declaration / Affidavit in favour of signatory for signing of bid, duly signed by the company secretary/authority of bidder 'organization / all partners/proprietor on non-judicial stamp paper of Rs.500.
 - II. In case of Government organization and public sector undertakings (Central/ State) non-judicial stamp paper not required instead of this bidder should submit such authorization on institution's letterhead signed by authorized signatory with seal.
17. Any bidder debarred under section 46 of the RTTP Act shall not be eligible to participate in any procurement process undertaken by RSSCL Ltd.
18. The Bidder shall not change the committed varieties of Seed. RSSCL has the right to decrease the quantity as per requirement and to increase the quantity within the rules.
19. In case of certified seed, the applicant should possess valid (a) Seed Producer Registration Certificate and (b) Own/lease Seed Processing Plant Registration certificate issued by respective State Seed Certification Agency and both the certificates should remain valid throughout the empaneled period.
20. The company should have valid seed license for sale of vegetable/Horticultural seed in the state of Rajasthan, issued by competent authority for whole of Rajasthan and should remain valid throughout the empaneled period. The company has to offer and supply only that variety of seeds which has been endorsed into the seed license of the Company. If the validity of license period is expiring in duration of empanelment company should get it renewed on time and submit by its own without failing.
21. Bidder should produce an affidavit on Rs. 500/- Non Judicial stamp paper stating that he/she has not been black listed /debarred by any institution related to seed business. The offer of black listed / debarred bidders will not be accepted.
22. **Proof Regarding source of Seed** - Needs to be submitted at the time of purchase along with seed availability-

A. In case of certified seed-

- I. STL Report and Section IX Certificate (Release Order). STL Report and Section IX Certificate (Release Order) should be in the name of the bidder.
- II. In case of Joint Ventures, Seed source papers should be in the name of atleast one of the partners of Joint Ventures.

B. In case of TL seed –

- I. Certificate from breeder.
- II. List of seed growers
- III. STL Report. STL Report should be in the name of the bidder.
- IV. In case of Joint Ventures, Seed source papers should be in the name of atleast one of the partners of Joint Ventures.

Note: - In case of demand of certified seed, Certified seed will be preferred over T/L seed.

23. Quotation of Prices:-

- I. At the time of requirement of seed, the availability and rates has to be submitted by the empaneled firms on e-procurement portal within the specified period. For the quantity

offered, rate quoted shall include all the requisite processing and Packing material including Cost of Tags/Label, thread, seal treatment chemicals, transport etc.

- II. Rates should be quoted inclusive of all taxes as levied by the Central or State Government including Octroi, market taxes etc., in the concerned State and Rajasthan, or in transit.
- III. The seed supplier shall be responsible for printing/writing the script given by RSSCL on each and every seed packet and its cost shall be borne by the supplier.
- IV. **Validity of offered rate shall be until empanelment period.**
- V. The evaluation of financial bid (BOQ) shall be done manually by the procurement committee and the decision shall be binding for all bidders. The comparative statement prepared by e-procurement portal shall not be applicable. Bid Evaluation Criteria (Selection Method): Least Cost Based Selection (LCBS) from overall bid packages of each group separately. If the quantity of subject matter of procurement to be procured (Total Tender Quantity) may not be in the capacity of the L1 bidder, in such case, to ensure delivery of entire tender quantity, the evaluation criteria will be in cyclic manner from L1, L2, L3.... from overall bid packages at the rate accepted by L1 bidder of each group separately. The bid evaluation committee may choose most advantageous bidder to achieve most advantageous result.
- VI. Variety wise comparison chart shall be prepared separately for identifying lowest /most advantageous bidder from overall bid package for respective group.

24. A. Bid Security:- The bidder shall submit Rs. 10,00,000/- (Ten lacs only) for all crop in the form of bid security. In lieu of bid security, a bid securing declaration shall be taken from the:-

- I. Departments/Boards of the State Government or Central Government; or
- II. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or
- III. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
- IV. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.
- V. bid securing declaration shall be submitted on Rs. 100 non judicial stamp paper as per the format given at **Annexure "H"**. However in this case the non judicial stamp and surcharge there off has to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only. Scanned copy of Bid Securing Declaration will have to be uploaded on www.eproc.rajasthan.gov.in along with the tender, it is mandatory. The original stamp must be sent by registered Indian post/speed post to RSSCL.

B. Refund of Bid security :

I. Unsuccessful Bidders:

In case of unsuccessful Bidders who do not withdraw their offers before the receipt of final decision, the Bid security, shall be returned without interest after the finalization of Bids or after expiry of validity period of the respective offer whichever is earlier, by means of returning the original instrument submitted by the Bidder.

II. Successful Bidders:

After the successful Bidders have completed formalities, the Bid security deposit may be adjusted in Performance security.

25. Forfeiture of Bid Security:- The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

- I. When the bidder withdraws or modifies its bid after opening of bids.
- II. When the bidder does not execute the agreement, if any, after placement of supply / work order/LOI within the specified period.
- III. When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified.
- IV. When the bidder does not deposit the performance security within specified period after the supply / work order is placed.
- V. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of RTPP rules 2013.

26. Pre-Bid Meeting/Clarifications: -

- I. An on-line pre-bid conference is scheduled by the procuring entity prior to the last date for submission application form to clarify doubts of prospective bidder in respect of procurement. The minutes & response, if any shall be provided promptly to all prospective bidder.
- II. Pre-bid query, any modification is made to be application form or any clarification is issued which materially affects the terms contained in the bid documents, the procuring entity shall publish much modification all clarification prior to the last date for submission application form on the respective websites.
- III. Any variation in the terms & conditions as may be suggested by the prospective bidder and accepted by the corporation shall also form part of this bid.
- IV. Your willingness to participate pre-bid meeting/clarifications is required to be communicated to the corporation at the same day by e-mail. (rajseedsmarketing@gmail.com) (Webex link schedule is attached)

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

28. Price Fall Clause:- The price mentioned above is under a rate contract and shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder (supplier/you) quotes/reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract (if approved supplier reduces rates to any other organization or any other party of State, the responsibility of informing the reduced rate to RSSCL shall be on the approved supplier), the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

29. Any addendum issued shall be part of the bidding document and shall be uploaded on the SPPP/ e-procurement portal for prospective bidders to download.

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

31. Sign the BID :- The Bidder should sign the Bid form on each page and at the end as token of the acceptance of all the terms and condition of the Bid and agreement

32. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids :-

- (i) The procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.
- (ii) It is also stated that any bid/bids can be cancelled if poor performance report of crop/variety, any report/complain regarding firm's credit or any other complain etc. received against firm in such cases RSSC reserve the right to cancel the bid at any stage.

33. Punishment:- If the bidder during the supply of goods, interferes with the procurement process as mentioned in section 42 of RTTP Act then following actions can be taken:

- (I) As per Section 42 of RTTP Act, the bidder could be punished with fine which may extend up to INR Fifty (50) Lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of performance security; and/or
- (II) As per section 46 of RTTP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) Years. (As per RTTP Act and Rules)

34. No conditional or partial or incomplete bid shall be accepted.

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



Section - B

General Terms & Conditions of The Contract

1. Scope of Empanelment of Producer:

- (i) Empanelment would be for supply of vegetable/Horticultural crop seeds of different varieties as per requirement from time to time. However, no fix quantity is ensured.
- (ii) Empanelment will be for one year from the date of finalization (Agreement). Extension as per RTPP Rules 2013.

2. Empanelment Procedure:-

The Producer for supply of seeds will be empanelled on satisfying eligibility criteria for each crops/category will be short listed after due scrutiny of documents.

3. Transfer and subletting:-

The successful Bidder shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or company directly or indirectly or any part thereof without the previous written permission of the corporation.

4. Splitting of Quantity:-

Lowest rates of bidder will be accepted but order quantity may be split amongst two or more eligible Bidders, if they agree or give consent to supply on lowest rate which is approved as per provision of RTPP act and rules. (Annexure-L)

5. Repeat Order:-

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

6. Quality criteria:-

- I. The Bidder will be responsible for the supply of certified/TL seed of crop mentioned in Bid form and quantities thereof as agreed, and will make available the certified/TL seed of those crops as shall be mentioned in the agreement which should meet the all parameters/ standards of IMSCS.
- II. The supplier shall mandatorily submit a DNA Fingerprinting at his own cost for the each offered variety.
- III. RSSCL also reserve the right to draw samples from any supplied lot and conduct DNA Fingerprinting/Molecular Testing through a NABL-accredited or Government recognized laboratory, at the cost of supplier.
- IV. The DNA report shall confirm genetic identity and conformity of the seed as submitted by supplier at the time of the empanelment. Payment of entire lot quantity supplied shall not be made and no claim shall be entertained if the sample drawn at any unit level at the time of delivery is found to be substandard/ failed in DNA testing.
- V. Lot wise Samples will be drawn for STL by the officials of RSSC of Concerned unit and/ or by Department of Agriculture/Horticulture. The Bidders or their authorized representatives may attend at the time of sampling for which date and time shall be intimated separately by concerned unit.
- VI. The guarantee of physical purity and genetic purity would be given by the Bidder. In case of any complaint, the Bidder would be responsible for making good the losses to the farmers and / or the company (RSSCL).
- VII. Even if the seeds meet the IMSCS /Certification standards, the corporation reserves the right to reject the stock if the lot or part thereof, are discolored, lacking luster or on the basis of admixture found by the supervisory staff of the company or on grounds of poor quality grading and packing etc. RSSCL may send representative during period of production, processing and dispatch of the seeds to draw samples, if necessary, time to time.

7. (A) Performance security: -

- I. The performance security amounting to 5% of the total order value shall be deposited before issuing the order. The performance security may be given in form of demand draft/banker's cheque/ e-bank-guarantee. In case of Small-Scale Industries of Rajasthan, it shall be 1 % of the bid amount for supply of Goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2 percent of the bid amount.
- II. Bid security deposited shall be adjusted in performance security deposit (PSD) value.
- III. Such performance security shall be refunded after successful completion of contract period. No Interest shall be payable on any such deposit.
- IV. Any circular/notifications regarding performance security issued by department of finance, GOR time to time shall also be applicable.
- V. In case additional quantity is ordered than the bidder will have to submit additional performance security.
- VI. **The e-bank-guarantee must remain valid sixty days beyond the original or extended validity period of the bid.**

(B) Additional performance security: -

- (1) In addition to performance security as specified in rule 75, an additional performance security shall also taken from the successful bidder in case of unbalanced bid. The additional performance security shall be equal to fifty percent of unbalanced Bid amount. The additional performance security shall be deposited in lump sum by the successful bidder before execution of agreement. The additional performance security shall be deposited through e-Grass, demand draft, banker's cheque, Government securities or Bank guarantee.
Explanation: For the purpose of this rule,-

- (i) Unbalanced Bid means any bid below more than fifteen percent of estimated Bid value.
- (ii) Estimated Bid value means value of subject matter of procurement mention in bidding documents by the procuring entity.

8. Forfeiture of performance Security:- The amount of performance security in full or part may be forfeited in the following cases:-

- I. When the Bidder fails to commence the supply of the Goods as per supply order within the time specified; or
- II. When Bidder fails to commence or makes complete supply of the Goods satisfactorily within the time specified in work order.
- III. When any terms and conditions of the contract is breached; or
- IV. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or
- V. If the Bidder breaches any provision of the code of Integrity prescribed for bidders in the Act and Chapter VI of the RTPP Rules 2013 and this Bidding Document.

9. Agreement:-

The successful Bidder shall, within 15 days of having been asked by notice to do so, will be bound to execute a Formal agreement on Rs. 500 non judicial stamp paper as per the Format given in Annexure-F of the Bid document and all relevant terms, conditions and specifications as mentioned in the Bid document shall also form part of this agreement. Any variation in the terms & conditions as may be suggested by the Bidder and accepted by the Corporation will be specifically mentioned in the agreement. The cost of stamping for agreement as per rules shall be borne by the successful Bidder. **In this case the non-judicial stamp and surcharge thereof have to be paid to govt. of Rajasthan or in other words stamp paper has to be purchased in Rajasthan only.**

10. Seed supply criteria:-

- I. The Bidder will be responsible for quality and completion of all the requirements with regard to finally making available the CS/TL seed to RSSCL.
- II. The Bidder shall be responsible for dispatch of the goods to FOR destination RSSCL unit or as communicated by RSSCL before dispatch.
- III. The Bidder will supply the seed only in the required packing size. The bidder will arrange packing material, producer labels, threads, lead seal, and arranging packing, loading, unloading at his cost and expense.
- IV. The seed shall be fresh, processed and packed as per the all parameters/ standards of IMSCS and RSSCL' requirement at the supplier 'premises at his cost and expense. RSSCL shall have the right to inspect the all operation from time to time.
- V. The supplier shall have to send copy of lot wise STL reports, Section- IX certificate (In case of certified seed), Breeder Certificate along with seed growers list (in case of T/L seed), GR (Transport built), challans, transit bills etc along with the consignment to the destination given by the RSSCL). **It is mandatory by law to mark the lot wise seed quantity on bill.** The supplier shall have to send lot wise, quantity detail of each lot along with the consignment to the destination in prescribed format.
- VI. The supplier shall have to send lot wise, quantity wise and destination wise detail of each lot /bill supplied and submitted by firm just after last supply to the concern RSSCL unit to the head office in prescribed format. All entries on the bill must be filled mandatorily.
- VII. The bidder's failure to arrange the supply as per terms and conditions will entitle RSSCL to cancel the work order.
- VIII. **No carry over seed shall be accepted.**

11. Short supply:-

- I. Variation in supplied quantity amounting to $\pm 2\%$ of ordered quantity may be accepted.
- II. If the short supplied quantity is more than 2 % and up to 10%, in that case 5% penalty will be imposed on total/ whole the entire short supplied quantity and will be deducted from the first part payment.
- III. In case the short supply is more than 10% then entire performance security shall be forfeited.

12. Liquidated Damages:-

- I. Successful bidder will be expected to supply the ordered seed on or before agreed cutoff date to concern RSSCL units/ destination In Rajasthan given in the supply order, generally it will be approximately 15 days. No Supply would be made after the agreed cut off dates mentioned in the agreement / work order. For the supply after cut of date, extension in cutoff date will be obtained in writing from RSSCL before expiry of cutoff date. However the supply after cutoff date in case of extension, in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the supplier has failed to supply:-

a) Delay upto one fourth period of the prescribed delivery.	$2\frac{1}{2}\%$
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	$7\frac{1}{2}\%$
d) Delay exceeding three fourth of the prescribed delivery period.	10%
- II. In case the maximum amount of liquidated damages crosses 10 %, the procuring entity may terminate the contract.
- III. The supplier undertakes that if it fails to have the material delivered at site by the time specified in the purchase order, the supplier shall become liable to pay damages at the above rate and shall continue to incur liability to pay damages as the delay increases. The Corporation may withhold any payment due to the supplier until the whole of the material have been fully delivered and shall deduct or recover from the supplier the liquidated damages as stipulated above.

- IV. Delivery period may be extended with or without liquidated damages (Maximum 100% of supply period) if the delay in the supply of goods is on account of hindrances beyond the control of the Bidder. If the supplier request for extension of time in completion of any contractual supply on account of occurrence of any unforeseen hindrance or Natural calamity, he shall apply in writing to the authority who has placed the supply order for the same immediately on occurrence or the instance but not after the stipulated date of completion of supply. In case of any circumstances beyond control the change in delivery schedule in respect of Destination, Quantity and delivery time the decision of Managing Director shall be final and binding.

13. Payment Procedure –

- (I) No payment shall be made at the time of delivery of seed
- (II) **80% payment shall be released after getting following reports/ documents.**
 - (A) Original bills, STL reports, Section-IX certificate (in case of certified seed) and STL Report, Breeder Certificate along with seed growers list (in case of T/L seed) from supplier.
 - (B) Stock entry and I.U.T., JV from receiving unit of RSSCL.
 - (C) Quantity wise and destination wise detail of each lot /bill supplied and submitted by firm in prescribed format.
- (III) **Remaining 20% amount will be released after receiving STL report of the sample taken at the time of delivery for every lot at RSSC unit level and Satisfactory Field Performance Report from concerned RSSC unit/ concern department. If sample not drawn for STL of any lot/s due to justified reason in that case if payment received from Department of Agriculture/concern department, payment of such lots shall be released in accordance on the basis of performance report.**
- (IV) Payment of entire lot quantity supplied shall not be made and no claim shall be entertained if the sample drawn at any unit level after delivery is found to be substandard failed in STL or mismatched in DNA sampled report (if DNA sample taken) and shall be recoverable from the 80% payment made earlier, from due payment to supplier and his security deposit.
- (V) All the payments shall be made from Head office only.
- (VI) All testing charges shall be borne by the supplier. Charges so incurred, shall be deducted by RSSCL from the due payments of the supplier.
- (VII) No interest shall be paid for any delay payment.
- (VIII) **Seed supplies generally done for the Department of Agriculture/ Horticulture or any other institution, payment shall be made after receipt of payment from concerned Department and in proportion to the payment received, subject to completion of the terms given above (I) to (VI).**

14. Legal responsibility:-

- I. The successful Bidder shall be solely responsible for any complaint with regards to quality aspects in seed supplied by him. If any disputes arise about quality of supplied seed at any point, the bidder shall be responsible to pay the legal expenses and compensation etc. as per order of consumer court/ committee/ other court or any other authority.
- II. In case the stock fails in sampling & thereby the stop sale order given/ Civil suit filed with the Court, then the successful bidder should lift the balance seed stock of particular lot if available, at his own cost & risk. The successful bidder will be responsible for the consequences of violation of Seed Act 1966, Seed Rule 1966, Seed (Control) Order, 1983, IMSCS and Consumer Protection Acts, if any.
- III. If Civil Suit is filed in any court/forum. In this situation keeping in view the possible legal expenses & possible compensation amount, it will be calculated & deducted from performance security amount.

15. Transit Insurance:-

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

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

16. Default and Risk Purchase:-

- I. Should the supplier fail to have the store ready for delivery as aforesaid, or should the supplier in any manner or otherwise fail to perform the contract or should it have receiving order made against it or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the corporation shall have power under the hand of the Chief Executive, to declare the contract at end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expense, losses or damages which the Corporation may be put to incur or sustain by reason of, or in connection with supplier's default.
- II. The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation terminating this contract in whole or in part, they may procure upon such terms and in such manner as they deem appropriate, supplies or services similar to those so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies or services provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

17. Settlement Of Disputes:-

- I. If there is a dispute between parties or the bidder during procurement process, he may file an appeal in the prescribed performa and manner given in RTPP act of Govt. of Rajasthan. (Annexure-C) The first appellate authority will be A.C.S. / Principal Secretary Agriculture, Administrative Department (Department of Agriculture) and the second appellate authority shall be Secretary Finance (Budget), Govt. of Rajasthan. RSSCL has right to accept or reject the Bid partly or fully without assigning any reason what so ever.
- II. If compliant is received after sowing in the supplied seed by the RSSCL, the complaint of low germination or mixing will be investigated by the committee set up by the Agriculture Department, Rajasthan, Jaipur/Corporation Headquarters. The decision of said quality complaint will be made on the basis of the above investigated.
- III. Based on all the facts at the point of dispute, the Chairman of RSSCL and the Chairperson of the company shall make a mutually agreed decision, which will be acceptable to both the parties.
- IV. The Jurisdiction of all disputes will be Jaipur.

18. Termination of contract:-

I. Termination for default:-

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

II. Termination for Insolvency:-

The procuring entity may at any time terminate the contract by giving notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier, provided that such termination will not prejudice or

affect any right of action or remedy that has accrued or will accrue thereafter to the procuring entity.

III. Termination for convenience:-

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

19. Force Majeure :

- I. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

20. CORRUPT GIFTS AND PAYMENTS OF COMMISSION:-

Any bribe, commission, gift or advantages given, promised or offered by or on behalf of the supplier, his agents or representatives or anyone on their behalf to any employee, representative or agent of the Corporation/ of any person on his behalf in relation to the execution of this or any other contract with the Corporation shall, in addition to the criminal liability under the laws in force, subject the supplier cancellation of this and other contracts with the Corporation, and also to payment to any loss resulting from any such cancellation to the extents as is provided in case of cancellation under Clause No.16 'DEFAULT AND RISK PURCHASE' and the Corporation shall be entitled to deduct the amounts so payable from any money otherwise due to the supplier under this or any other contract.

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

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

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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



Declarations by the Bidder
(On non-Judicial Stamp paper of Rs. 500/-)

In relation to our Bid submitted to _____ [enter designation and address of the
procuring entity] for procurement of: _____ [insert name of the Goods] in response 11 of the
to their Notice Inviting Bids No. _____ Dated _____ we hereby declare under Section 7 and
Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We are eligible and 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 our obligation to pay such of the taxes payable to the Central Government or 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 our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.
4. I/We and our directors and officers have not 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.
5. I/We have not been/have been debarred under Section 46 of RTPP Act. In case the Bidder is debarred by any other Procuring Entity of State/Central Government or in any country in last three years then following details to be provided for each Procuring Entity:
 - (i) Name of Entity State/Centre or Country:
 - (ii) Period of debarment [start and end date]:
 - (iii) Reason for the debarment:
6. I/We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition. 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



7. I/We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules, and this Bidding Document, till completion of all our obligations under the Contract. This means that 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.
8. That our firm is not involved in any litigation with any state/central govt. deptt. /public undertaking etc.

Date:

Place:

Signature of Bidder

Name:

Designation:

Address:



Grievance Redressal during Procurement Process

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

The designation and address of the Second Appellate Authority is Secretary Finance(Budget), Government of Rajasthan.

(1) Filing an appeal

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

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

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

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

(3) If the officer designated under 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 No ..of.....

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against

and name and designation of the officer / authority who passed the order
(enclose copy), or a statement of a decision, action or omission of

the Procuring Entity in contravention to the provisions of the Act by which the
appellant is aggrieved:

4. If the Appellant proposes to be represented

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

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

6. Grounds of appeal:

.....
.....
..... Supported by an Affidavit)

7.

Prayer:

.....
.....

Place

Date

Appellant's Signature

Additional Conditions of Contract**1. Correction of arithmetical errors:**

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

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

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

2. Procuring Entity's Right to Vary Quantities:

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase shall not exceed fifty 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 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

4. Generally different varieties of the same crop have different rates. In the event of a shortage of the required quantity, the rate for another variety of the same crop may be considered/acceptable.

Date:

Signature of bidder

Place:

Name:

Designation

Address:



Annual Turn-over Statement

The annual turnover of M/s. _____ address _____

for the past three years are as given below and certified that the statement is true and correct.

S.No.	Year	Gross Turnover in Rs. Lakh	
1	2022-23		
2	2023-24		
3	2024-25/2025-26		
	Total:	Rs.	Lakh
Average gross annual turnover		Rs.	Lakh

Note:- If the accounts of the firm has been finalized for the year 2025-26, the turn over year 2025-26 will be considered.

Date:

Signature of Chartered Accountant

Place:

With Name, Address & Seal

With UDIN No.



AGREEMENT FORM

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

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

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

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

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

The agreement shall be valid till the contract period as per terms and conditions of the bid document. If extension is given further agreement shall be valid for extension period also.

For and on behalf of
the supplier

For and on behalf of
Rajasthan State Seeds Corporation Ltd.

Witness

Witness

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

**Format of Bank Guarantee Unconditional
Bank Guarantee Unconditional
(To be executed on a non-judicial stamp paper)
Form of Bid Security**

(To be issued by a Scheduled Bank in India or other Issuer acceptable to the Procuring Entity)
[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Bid Security No.: [insert number]

We have been informed that [insert name of the Bidder](hereinafter called "the Bidder") has submitted to you its bid dated [insert date] (hereinafter called "the Bid") for the execution of [insert name of contract] under Notice Inviting Bids No. [insert NIB number] ("the NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] [insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn or modified its Bid after deadline for submission of bids, during the period of bid validity specified by you in the Bid ; or
- (b) Having been notified during the period of bid validity specified in the Bid, about the acceptance of its Bid by you,
 - (i) Failed or refused to execute the Contract Agreement within the time period specified in the Bid, or (ii) Failed or refused to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or
- (c) Has breached a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.



This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of [insert name of the Bank] SBD for Supply & Installation

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank]

[Note: In case of a Joint Venture, the Bid-Security must be in the name of all partners to the Joint Venture that submits the bid.]



Format of Bid Securing Declaration

Bid Securing Declaration

(To be executed on a non-judicial stamp paper of 100/- Purchased in Rajasthan Only)

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

Bid No.: [insert number of bidding process]

Alternative No, if permitted: [insert identification No if this is a Bid for an alternative]

To: [insert complete name and address of Procuring Entity]

We, the undersigned, declare that that we are a (Strike out which is not applicable. Please enclose an authentic certificate issued by the Administrative Department of respective government under which the bidder entity is constituted.):

(i) Departments/Boards of the State Government or Central Government; or

(ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013; or

(iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or

(iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.

We understand that we are eligible for submission of a Bid Securing Declaration in lieu of Bid Security under Rule 42 (3) of RTPP Rules, 2013:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, [insert designation of the Procuring Entity], for the period of time of [insert number of months or years, as required by the Procuring Entity] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

(a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or

(b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,

(i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,

(ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS, or

(c) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown] SBD for Supply & Installation

Name: _____



[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

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

[insert complete name and address of the Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]



Declaration and Undertaking

(on non-judicial stamp paper of Rs. 500/-)

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

(Name of Deponent & Signature)

Verification

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

(Name of Deponent & Signature)



Authorization Letter

We.....(Producer
Company Name & Address) (Company Name) hereby authorise
M/s..... (Participating
Company/Authorised Agent Name) to participate and quote in the Empanelment by Pre
Qualification Open Bid.....Date..... (NIB No.
and Date) floated by Rajasthan State Seeds Corporation Limited, Jaipur towards supply of
.....
(Vegetable/Horticultural seed) for Zaid/Kharif/Rabi Season on our behalf.

Date:

Signature of Bidder

Place:

With Name, Address & Seal



The Rajasthan Transparency in Public Procurement Rules, 2013

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

Signature of Tenderer

Or their authorized representative with firm's
seal



Affidavit

I, **[Full Name]**, son/daughter of **[Father's Name]**, aged **[Age]** years, residing at **[Full Address]**, do hereby solemnly affirm and declare as under:

1. That I am **[Designation/Position]** at **[Organization/Institution Name, if applicable]** and am competent to make this affidavit on the subject matter stated herein.
2. That the purpose of this affidavit is to state that the variety **[Variety Name]** has been evaluated and assessed for its agronomic performance, adaptability, yield potential, and resistance to pests and diseases.
3. That based on experimental trials, field observations, and research conducted at **[Research Station/Experimental Farm Name]**, it is hereby confirmed that **[Variety Name]** is **recommended and suitable for cultivation in all districts of Rajasthan.**
4. That the variety exhibits:
 - High yield potential under diverse agro-climatic conditions of Rajasthan,
 - Tolerance/resistance to major pests and diseases prevalent in the region,
 - Adaptability to the varying soil types and irrigation conditions across the state, and
 - Acceptable quality traits for consumption/market requirements.
5. That I make this solemn declaration conscientiously believing the same to be true and in accordance with the provisions of the law.

DEPONENT

Place: _____

Date: _____

VERIFICATION

I, **[Full Name]**, the above-named deponent, do hereby verify that the contents of this affidavit are true and correct to the best of my knowledge and belief. No part of it is false, and nothing material has been concealed therefrom.

Verified at **[Place]** on this **[Date]**.

DEPONENT



Online Prebid Meeting

Empanelment Process for Seed Producers to Supply Vegetable/Horticultural/Spices Seed
Hosted by RAJSEEDS

Webex Link:- <https://raj-gov.webex.com/raj-gov/j.php?MTID=m3e967e422c8e7f9e8c3451ea57de470b>

Wednesday, June 10, 2026 11:00 AM | 1 hour | (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi

Meeting number: 25190363955

Password: 12345

Join by video system

Dial 25190363955@raj-gov.webex.com

You can also dial 210.4.202.4 and enter your meeting number.

Join by phone

+91-80-6480-0114 India Toll (Bangalore)

+91-80-6480-0114 India Toll (Bangalore)

Access code: 251 903 63955

