

**C.G. RAJYA BEEJ EVAM KRISHI VIKAS NIGAM LTD.****BEEJ-BHAWAN, RAVIGRAM, TELIBANDHA, RAIPUR [Chhattisgarh]****Pin Code- 492 006 Fax & Phone No: - 0771-4046039, 4212215, 4212218****Email ID- cgbkvn_homs@yahoo.co.in****Website:- <http://agriportal.cg.nic.in/beejnigam/BeejHi/>****For Technical Assistance/ Service Provider:-****MJUNCTION (India) Pvt. Ltd.****Limited 618, 06th Floor, Magneto Offizo Magneto Mall, Labhandi - Telibandha****Raipur – 492001 Chhattisgarh****Helpdesk Toll Free No. 1800-419-9140****Email:- helpdesk.eproc@cgswan.gov.in****Website:- <https://eproc.cgstate.gov.in/CHEPS/security/getSignInAction.do>****RATE CONTRACT OFFER (E - Bidding) DOCUMENT****For Supply of****TISSUE CULTURE (TEAK)****IN THE STATE OF CHHATTISGARH****FOR The YEAR 2023-24****& Onwards Till Validity of Rate Contract****To be submitted online as per schedule mentioned.**

- 1. Total Price of RCO Document Rs. 7080/- (Rs. Seven Thousand Eighty Rupees only) (Including GST) to be Deposited Online - Account No. – 39900628740, IFSC Code - SBIN 0005194.**
- 2. Amount of E.M.D. – 2,00,000/- (Rs. Two Lakh Only) to be deposited online from own Account of Bidder and give details as mentioned in Envelope (A)**

This document is confidential & intended solely for the use of the entries addressed. Any use dissemination, forwarding printing or copying of this document without prior permission of C.G.Rajya Beej Evam Krishi Vikas Nigam Ltd. is strictly prohibited.

NOTICE INVITING RCO

Notice Inviting RCO - The Managing Director, C.G. Rajya Beej Evam Krishi Vikas Nigam (Here after called CGBKVN) invited **Online Rate Contract Offer** for the supply of material as per scope of supply/work (2.25) from eligible **Producer / Grower/ authorized Distributor** (here after called bidder) those who full fill the eligibility criteria as regarding for particular item mentioned.

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The Bidder must read carefully from the beginning. The entire RCO Document and has to declare that he has gone through and accept all the clause and conditions.

C.G. RAJYA BEEJ EVAM KRISHI VIKAS NIGAM RAIPUR (C.G.)

1- Schedule of RCO

S. No.	Descriptions	Tentative Schedule
1	Opening Date & time for Submission of bid and EMD Payment online	Dated :- 27.01.2023 Time :- 11:30 hrs
2	Pre Bid Meeting	Dated :- 01.02.2023 Time :- 12:00 hrs
3	Date & time for Closing of bid	Dated :- 27.02.2023 Time :- 23:30 hrs
4	Date & time of EMD Opening	Dated :- 28.02.2023 Time :- 11:30 hrs
5	Date & time of Technical Bid Opening	Dated :- 01.03.2023 Time :- 11:30 hrs

Procedure to be followed by the bidder:

1. Bidder has to get registered with official service provider (Mjunction) mentioned on cover page and get login id and password for participation in RCO.
2. Bidder should Download the RCO Document and read carefully before uploading the required Document.
3. Collect all the necessary documents for uploading. Number (page) them in order and upload accordingly. Fill up all the necessary information and upload the relevant documents.
4. Pay the required Document Fee and EMD as defined in RCO Document.
5. Before final submission check fulfillment of all necessary conditions and document carefully.
6. For any assistance please contact service provider (mjunction).

C.G. RAJYA BEEJ EVAM KRISHI VIKAS NIGAM RAIPUR (C.G.)

The detailed RCO document has been prepared to elaborate all techno commercial conditions of this RCO. In case of any discrepancy between the Press advertisement and the detailed provisions in this document, the later shall prevail.

2- General Rules and Conditions:-

2.1. LANGUAGE OF BID:

The RCO must be prepared in English language only. If any document which is not in English it should be accompanied with translated and attested certified in English version.

2.2. SUBMISSION OF RATE CONTRACT OFFER

- a. **Not more than one Rate contract offer will be accepted from any bidder.** If an individual/bidder participates in the rate contract offer, representing more than one bid by one organisation /Individual under One or different names then such multitude of bid shall amount to collusive activity and appropriate action should taken by CGBKVN under the clause 2.19 under the sub –head of fraud and corrupt practices.
- b. Rate contract offer (RCO) have to be submitted through **E- tendering online.**
- c. The offer should be given in the prescribed format as per RCO document.
- d. The submission of offer by any Bidder implies that they have read the terms and conditions of the RCO and have made themselves fully aware of the scope and specifications of the **Tissue Culture (Teak)**. Any addition or omissions in the original offer after opening of the offers will not be entertained.
- e. Individual signing the offer should have valid digital signature and signing other related documents will attach valid acceptable proof of his authority to sign on behalf of the Bidder.
- f. The bidder should fill up **the required information in prescribed format** and should upload all relevant documents as desired, failing which the bids will be rejected.

2.3. VALIDITY OF THE BID:

- a. The rates quoted by the Bidders shall be valid for 120 days from the Schedule date of submission of the Bid for decision and finalization of the Rate Contract.
- b. In exceptional circumstances, prior to expiry of the original validity period, with mutual understanding the period of validity may be extended for a specific additional period.
- C. If bid could not be finalized within specified period the competent authority may cancel the bid & EMD deposited may be refunded.

2.4. PRESENCE OF BIDDERS:

All the Bidders (or their authorized representative) who respond to this Notification may be present on the date, time and place of Pre bid meeting, opening of Technical Bids and Financial Bid, at their own cost.

2.5. RATES OFFERED:-

- a. Rates submitted by the bidder should be firm and free from all escalations.
- b. The bidder should quote rates F.O.R. all Destination in Chhattisgarh supplied through the district Offices of the C.G. B.K.V.N., inclusive of applicable taxes, levies, duties transportations etc.
- c. **Bidder within the state/outside of Chhattisgarh:-** Bidder should quote the rate as per Technical Specifications of **Tissue Culture (Teak)**. There should be basic rate (Without CGST/ SGST/ IGST but including Transportation F.O.R. destination) and showing Percentage of GST separately and Material wise HSN Number.
- d. Octroi duty or all local taxes if applicable up to the destination shall be paid by the supplier.
- e. Rates should be inclusive of transit insurance any loss or damage of the materials whether insured or not during transit shall be made good by the supplier, free of all charges within one month from the date of intimation to the supplier. If the supplier fails to do so, the consignee will be free to make the losses good at supplier's cost, from any other source.
- f. The rates finalized will be strictly for the use of CGBKVN offices only.
- g. As and when govt. of india or state govt. revised the rate of GST that will be applicable in rate.

2.6. PRE BID MEETING & ISSUE OF CORRIGENDUM

- a. A prospective Bidder requiring any clarification on the Tender Documents may submit queries in writing on or before date of Pre Bid Meeting at CGBKVN Office.
- b. CGBKVN at its sole discretion may provide response to the queries.
- c. After Pre Bid Meeting CGBKVN may modify the RCO Document by a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RCO.
- d. Any further corrigendum(s) to this tender shall be published only on **website <http://agriportal.cg.nic.in/beejnigam/BeejHi/>**

2.7. AMENDMENT OF RCO DOCUMENT:

RCO once submitted cannot be amended. However, in some circumstances (such as major anomaly in the technical specifications having a major impact on pricing), the CG Rajya Beej Evam Krishi Vikas Nigam may decide to take fresh RCO from all or any of the Bidders before opening of the financial bid.

2.8. DEADLINE FOR SUBMISSION OF THE BIDS:

- a. The bids will be received through E-tendering (online) only on or before schedule date & time.
- b. The C.G.BKVN reserves the rights to extend the deadline or for making any other change in the Bid document including for submission of the bid by issuing an amendment online in this regard.

2.9. VALIDITY OF RATE CONTRACT:

The rate contract shall be effective for One Year from the date of circulation of Rate by C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd. The Rate Contract can be extended for a specific time period as per Policy of CGBKVN.

2.10. EARNEST MONEY DEPOSIT (E.M.D.) : (online)

EMD Rs. – 2,00,000/- (Rs. Two Lakh only)

- A. The Earnest Money should be deposited online from own Account of bidders by RTGS /NEFT.**

The Bank details are as below:- (C.B.K.V.N.)

A/C of - C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd.

Bank - State Bank of India,

Branch - Telibandha, Raipur (05194)

IFSC Code - SBIN 0005194,

Account No. - 39900628740

B. Bidders Bank Details

A/C of - -----

Account No. - -----

Bank - -----

Branch - -----

IFSC Code - -----

Date of Transaction - -----

NEFT/ RTGS or other transaction no. - -----

The Bidder has to submit/upload scan copy of the RTGS/NEFT Receipt **and Cancelled Cheque of above account.**

- E.M.D. of all unsuccessful Bidders will be returned.
- E.M.D. will not carry any interest.
- No adjustments will be made from previously submitted EMD.
- For successful bidding the bidder is required to submit the EMD and document required (both) well before the end of due submission time.
- E.M.D. of bidder will be forfeited if the Bidder at any time prior to its rejection withdraws the bid while the bid is still valid and also in case successful Bidder, fails to sign the agreement within the specified time limit.

2.11. FINANCIAL BID

1. Financial bid is to be submitted **online** as per format given in Envelope (C) Financial Bid.

2. Bidder may submit rates for all items or less items as he wishes to quote.

2.12. SECURITY DEPOSIT:

- a. The E.M.D. deposited by the successful Bidder, shall be converted to Security deposit, which is refundable after execution of orders successfully or expiry of the RCO as per terms and conditions of RCO. The security deposit will not be carrying any interest.
- b. The Security Deposit shall be retained by CG Rajya Beej Evam Krishi Vikas Nigam Ltd till the currency of rate contract (RCO) or till the final settlement of supply order/payment pending to the satisfaction of consumer, whichever is later.
- c. This security deposit shall be forfeited, in case of failure of execution of supply as per the supply order placed time to time or supply of any substandard material/workmanship reported to be found, and agreement will be terminated and the Bidder may be **blacklisted or debarred** for submission of further rate contract (RCO) through this corporation for the period of 1 to 5 years, as decided by the Managing director CGBKVN.

2.13. PURCHASE ORDER & SUPPLY F.O.R. DESTINATION:

- a) The C.G. B.K.V.N. branch offices/H.O. shall be issuing purchase order on the purchase rates entered into the rate contract so circulated as per the indents or demand received from the various departments, farmer, time to time on consignment basis.
- b) The Bidder has to deliver the requisite quantity of **“Material”** F.O.R. destination as described in order, which can be District or Block head quarters, or any other

place as the case may be, with their own mode of proper transportation, in proper shape and condition to the consignee, within stipulated time schedule.

2.14. PROCESS OF FINALIZATION OF RATES:-

- (a) After consent of parties and execution of agreement, rates will be circulated as required.
- (b) No offer will be accepted if the rates are quoted with the condition of minimum single order of half/full truck load etc.

2.15. PRICE FALL CLAUSE:

- a) The price charges for the offered item supplied under the contract by the Bidder shall, in no case exceed the lowest price on which the Bidder sells to other parties, private or government bodies.
- b) If at any time during the said period, the Bidder reduces the sale price of such offered item to any other person/organization at a price lower than the price chargeable under the contract, the Bidder shall forthwith notify such reduction in rate to the CG BKVN, The price payable under the contract for the item supplied after the date of coming into force.
- c) Of such reduction in sale price shall stand correspondingly reduced. The C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd. shall be entitled to recover any amount paid in excess to the Bidder in respect of sale which takes place after the reduction of price by the Bidder.
- d) If the rate of similar products (with same specification) is found lower within the State of Chhattisgarh, The Managing Director will have full power to cancel and recover the excess amount paid.

2.16. MODE OF PAYMENT:-

- a) C.G. Rajya beej Evam Krishi Vikas Nigam Ltd. Shall make payment to the supplier on “**Payment after Payment basis**” against supply for the offered items and after received essential satisfactory report.
- b) All payments against the supplies will be made only in the Name of the supplier on whom the orders for supply are issued. No payment will be made in the name of any other person or firm.
- c) Payment of Suppliers Bill will be made only after getting positive result of samples of supplied materials from a notified laboratory as per requirement of the item.
- d) If due to any mistake extra payment is made to the supplier, it will be responsibility of the supplier to point out extra payment and return it to Nigam. C.G.B.K.V.N. will have full authority to adjust such payments from security deposit or pending bills or next bills due for payment or take any legal action against Supplier.

2.17. PROCESS TO BE CONFIDENTIAL

- a) Information relating to the process of examination, clarification, evaluation and comparison of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with such process.
- b) Any effort by the Bidder to influence the CG Rajya Beej Evam Krishi Vikas Nigam processing of bids or award decisions may result in the rejection of their bid.

2.18. FORCE MAJEURE CLAUSE

Neither party shall be held responsible for the non fulfillment of their obligations under this agreement due to the exigency of one or more of the force majeure events, such as but not limited to acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotions provided on the occurrence and cessation of any such event the party affected there by shall give a notice in writing to the other party within one month of such occurrence or cessation together with the measures taken by it to mitigate and minimize the adverse effects of such force majeure event. If the force majeure conditions continue beyond six months, the parties shall jointly decide the future course of action.

2.19. FRAUD AND CORRUPT PRACTICES :

The C.G. BKNV requires all the Bidders should observe the highest standard of ethics.

In pursuant to this policy, following has been defined. ‘Corrupt Practice’ means behavior on the part of officials in the public or private sector by which they improperly and unlawfully enrich themselves and or those close to them, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving or soliciting of anything of value. ‘Fraudulent Practice’ means a misrepresentation of facts in order to influence an evaluation process of execution to the detriment of the Government and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid price at artificial non-competitive level.

In such an event the CGBKNV shall forfeited the EMD and **blacklisted or debarred** the Bidder from participating in future bidding processes of the CGBKNV for period of 1 to 5 Years.

2.20. COMPENSATION OF LOSSES OCCURRED DUE TO SUBSTANDARD / DEFECTIVE SUPPLY AND DEBARRING / BLACKLISTING OF SUPPLIER:

- a) The C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd. reserves its right to reject the lot / stock, if any material is not found conforming to specifications mentioned in the supply order or not found up to the mark liable for rejection and should be replaced

immediately by the supplier on receipt of intimation from the consignee, at their own cost. In case the consignment is not replaced within the currency of contract as specified, the consignee may have such material removed at the suppliers risk and the expenses incurred being liable to be recovered from Security Deposit, or from any sum due or which may become due to the supplier. No responsibility shall attach to the consignee for the safe custody of material supplied in excess and not so removed.

- b) In case the competent authority feels that the continuation of the rate Contract is not desirable, keeping in view the substandard supplied **Material** he can terminate the same, after issuing a notice, to explain the reason to the satisfaction of the competent authority. The Bidders can also be **blacklisted or debarred** by The Managing Director C.G.B.K.V.N. to carry any further business / supply of such items in the State of Chhattisgarh permanently or temporarily, for a fixed period, as the case may be, if it is found essential in the interest of the state.

2.21 Termination of Contract –

- a) In case at any point of time bidder is found providing false information, CGBKVN will not execute any rate contract (During process) or will cancel its rate contract (if rate of circulate) and can also be **debarred or blacklisted** from participating in future bidding processes of the CGBKVN for a period of 01 to 05 years.
- b) The Bidder, if breaches any condition or Clause of the Contract the CGBKVN is entitled to Terminate the Contract and also entitled to demand and recover the loss incurred to it due to such termination of the Contract.
- c) If the Government scheme is closed or partly revised or modified, due to Incidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the CGBKVN then the Contract will automatically come to any end or partly continues for which Bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against CGBKVN.
- d) In case of the any of the conditions in the RCO document are not fulfilled by the successful bidders it shall amount deemed termination of contract, further more it shall amount to Suspension/Debarment/Blacklisting of Bidder as adopted by CGBKVN.

2.22. CONSEQUENCES OF CONSUMER FORUM AND ANY COURT OF LAW WITH BIDDER:

The supplier shall own full responsibility for the consequences arising out of consumer forum or any court of law, In case any user approaches the Consumer Forum or any court of law with the complaint regarding substandard of **ordered material** supplied to him through the CGBKVN.

2.23. JURISDICTION:

In all cases of legal dispute, only the Raipur Court shall be having the jurisdiction.

2.24. EXECUTION OF AGREEMENT.

- (1) The successful bidder will have to execute an agreement on non-judicial stamp paper of required value with the CGBKVN in the prescribed format within a fortnight from the date of communication of acceptance of his offer by The Managing Director, C.G. Rajya Beej Evam Krishi Vikas Nigam, 'Beej Bhavan' 1st Floor Telibandha G.E. Road Raipur, failing to do so, the earnest money will be forfeited by the CGBKVN.
- (2) Execution of Pre- Contract Integrity Pact at the time of Rate agreement.

2.25 Scope of Supply/Work:-

1. The bidder has to supply **Tissue Culture (Teak)** As per Technical specification of item mentioned in **clause 8 (Page 17)** .

Not withstanding anything else contained to the contrary in this RCO Document, The Managing Director, C.G.Rajya Beej Evam Krishi Vikas Nigam Ltd., reserves the right to cancel/withdraw/modify, fully or partially the 'Invitation for RCO' or to accept/reject one or old of the RCO without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

Managing Director
C.G. Rajya Beej Evam Krishi Vikas Nigam,
Raipur

3. ELIGIBILITY CONDITIONS

1. Profile of the bidder as per Annexure – (I) (Relevant documents should be uploaded)
2. Details of EMD as per Envelope (A) Page no.-26 (Relevant documents should be uploaded)
3. Payment details of RCO document Fees As per page no.-01, Serial no.-01 (Relevant document should be uploaded)
4. Affidavit on Rs. 100/- non-judicial stamp paper duly notarized, Stating No other Firm/Sister concern/Associate belonging to the same group is not Participating/ Submitting this RCO. **Page no. 13** (Relevant documents should be uploaded)
5. The bidder should submit declaration which may prove that bidder is not **Debarred/ Blacklisted** by any Institute/Authority in given as prescribed profarma with Rs. 100/- non-judicial stamp paper duly notarized. **Page no. 14** (Relevant document should be uploaded).
6. Bidder may be a company registered under the Companies Act, 1956, or a Partnership Firm registered under Partnership Act, 1932 or a co-operative firm registered under Co-operative Act. **(upload registration certificate)**
7. If the bidder is a proprietorship firm then the owner should submit declaration proprietorship firm as prescribed profarma with Rs. 100/- non-judicial stamp paper duly notarized. **Page no.15** (Relevant documents should be uploaded)
8. Bidder must have valid GST Number. (GST Certificate should be uploaded)
9. Bidder must have valid PAN Number. (Relevant documents should be uploaded)
10. The Bidder must have minimum cumulative turn-over of **Rs 50 Lakh**, during last three year 2019-20, 2020-21 and 2021-22 duly submit turn-over certificate Certified by CA. with UDIN Number. (Relevant documents should be uploaded)
11. Bidder must Produce Declaration of Self Producer / Grower/authorized **Distributor** for the Quoted item. Page no. 29 (Relevant documents should be uploaded)
12. **In Case of authorized Distributor, Bidder Should Submit Distributor certificate issued by the Producer.** (Relevant documents should be uploaded)
13. The Grower/producer must have well equipped Tissue Culture Lab and Nursery accredited by NCS-TCP, Department of Bio-Technology, Govt. of India for production/hardening of the quality Tissue Culture Plants. (Relevant documents such as recognition certificate from authorized institution should be uploaded)
14. Declaration from Grower/producer regarding yearly production capacity with Name of Bio-Technologist & Lab-In-Charge and their qualification and designation. (Relevant documents should be uploaded)
15. Bidder should submit declaration from Grower/producer that he will supply Tissue Culture (Teak) Plant Propagated from his own nursery ex- plant. (Relevant documents should be uploaded)
16. **In Case of authorized Distributor, Bidder Should Submit All the Documents Related to Producer to fulfill the Eligibility Conditions above. (Conditions No. 4,5,6,7,8,9,13,14,15) (Relevant documents should be uploaded)**
17. Pre-Contract Integrity pact must be produced on Rs. 100/- Non Judicial Stamp Paper_as per Annexure-III fulfill and sign (Relevant documents should be uploaded)

4. DECLARATION

No other Firm/Sister concern/Associate belonging to the same group is not Participating/ Submitting this RCO.

(Upload on Rs. 100.00 Non Judicial Stamp Paper Notarized Copy, as well as submit original hard copy) at the time of Rate agreement.

We have gone through the complete Bid documents and understood the instruction to the bidder and we accept the Terms & Conditions mentioned in this Bid documents.

1.0 We M/s. ----- hereby Bid the prospective RCO having any common partners/Directors/Managing Partners etc. or having any other common criteria shall be considered as Sister/ Group/Associates Company/ Concern/Company. In such cases, only one of them will be eligible for participating in the RCO.

1.1 We Declares that: -

No other Firm/Sister concern/Associate belonging to the same group in not Participating/Submitting this RCO.

1.2 We declare that the entire submitted document is original & true to my knowledge.

Date -----

Witness (Name & Signature)

Address -----

Officer's Signature -----
(Name -----)

Address-----

Name of the Firm -----
(Seal & Signature) -----

5. DECLARATION

(Upload on Rs. 100.00 Non Judicial Stamp Paper Notarized Copy, as well as submit original hard copy) at the time of Rate agreement.

We have gone through the complete RCO documents, and understood the instruction to the bidder and we accept the Terms & Conditions mentioned in this RCO documents.

1.0 We M/s. ----- hereby RCO our lowest rates for the Rate Contract for the supply through the Managing Director, C.G. Rajya Beej Evam Krishi Vikas, 'Beej Bhavan' Telibandha, Raipur, conforming to the specifications mentioned in **Annexure** of these RCO documents.

1.1 We Declares that: -

We undertake to supply such quantities of Items, as we may be called upon to supply under the conditions hereto, during the allotted period from the date of execution of the agreement, on the rates specified in the agreement, at the places to be specified by the C.G. Rajya Beej Evam Krishi Vikas, within the specified delivery period.

We hereby agree to abide by and fulfill all the terms of this offer and all the conditions of contract or in default then to forfeit and pay to the Managing Director, C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd, his successors, the penalties or sum of money mentioned in the said conditions.

We accept that the **Earnest Money Deposit** by us shall be retained by the Managing Director, C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd, on account of the Security Deposit specified in **clause** of the said conditions of contract,

1.2 We declare that we have **not been black listed/debarred by any Institute/Authority.**

1.3 We declare that the entire submitted document is original & true to my knowledge.

Date -----

Officer's Signature -----
(Name -----)

Witness (Name & Signature)

Address -----

Address-----

Name of the Firm -----
(Seal & Signature) -----

6. DECLARATION OF PROPRIETORSHIP FIRM

Upload on Rs. 100/- Non Judicial Stamp Paper Notarized Copy, as well as submit original hard copy at the time of Rate agreement

We have gone through the complete RCO documents, and understood the instruction to the bidder and we accept the Terms & Conditions mentioned in this RCO documents.

I/We-----

declares that the above mentioned firm is proprietorship firm and that I/we the sole proprietor and 100 % ultimate beneficial owner of the firm.

Date -----

Offerer's Signature -----
(**Name** -----)

Witness (Name & Signature)

Address -----

Address-----

Name of the Firm -----
(**Seal & Signature**) -----

7. Letter of Authorization for Representative of a Firm

A-Letter for authorized representative

M/S....., hereby, authorize the following representative to sign and submit the RCO document, negotiate terms and conditions of the contract, to deal with the, to issue and receive correspondence related to all matters of the RCO presented by C.G. Rajya Beej avam Krishi Vikas Nigam Raipur. We undertake the responsibility arising out of any act of the representative appointed hereby. We do hereby agree to rectify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the power hereby conferred shall and shall always be deemed to have been done by us.

For Partnership / proprietorship Firm

S. no.	Name of all partner	Signature of partner with seal
1		
2		
3		
4	Name and designation of the representative	
5	Attested signature of the representative	

For limited Company

Name and designation of the person authorized	
Company	
Address	
Telephone no	
Fax no	
Authorized by (name & designation)	
Attested signature of the authorized Representative	
Name and designation of person attesting the signature	

(Signature with Seal of Company/ Firm)

Note: - Original copy is to be presented as and when called.

8. TECHNICAL SPECIFICATION OF ITEMS

Tissue Culture (Teak)

S.NO.	Varity	Specification
1.	(A) Tissue Culture (Teak) (In Poly bags)	<ul style="list-style-type: none"> (a) The Agency must have a certificate of proven authenticity of the mother tree used in production of tissue culture teak seedlings, issued by a government research organization which is involved in developing clones of teak or genetic improvement in teak. (b) A proof to this effect shall be submitted in the form of a certificate issued by the government organization, signed by the head of that organization. (c) Plant should be healthy and free of any pest/diseases. (d) Minimum height of one feet in polypots with 3-4 pairs of leaves. (e) Tissue culture seedlings should be supplied after completion of hardening process.

Note:- The successful bidder shall supply 10% additional plants while delivering the plants ordered, to make up for casualty/ mortality during transport/ planting.

Annexure – (I)**9. PROFILE OF THE BIDDER**

I/We hereby furnish following particulars about our unit /firm:-

S. No.	Particular	Details
1	Name of Unit / Firm	
2	Office address of the Unit/Firm	
3	Factory address of the Unit/Firm	
4	Status of Firm Pvt. Ltd./ Public Ltd. Co./Partnership firm/ Proprietor firm (Please mention in details)	
5	Name of proprietor/Partner:	
6	Name with designation of person authorized to sign the documents on behalf of the Unit/firm, if any	
7	Name of Contact Person	
8	GST Number	
9	PAN Number	
10	Phone Number (Office)	
11	Phone Number (Factory)	
12	Fax Number -	
13	Mobile Number -	
14	E-mail ID	

Note: Firm / Unit without GST Number will not be entertained.

ANNEXURE-(II)

10. CHECK LIST**Document should be uploaded as per profile and eligibility of the bidder.**

S.No.	Particulars of Pre-technical bid qualifications	Attachment Page No.
1	Profile of the bidder as per Annexure –(I) (Relevant documents should be uploaded)	.... to....
2	Details of EMD as per Envelope (A) Page no.-26 (Relevant documents should be uploaded)	.... to....
3	Payment details of RCO document Fees As per page no.-01, Serial no.-01 (Relevant document should be uploaded)	.... to....
4	Affidavit on Rs. 100/- non-judicial stamp paper duly notarized, Stating No other Firm/Sister concern/Associate belonging to the same group is not Participating/ Submitting this RCO. Page no. 13 (Relevant documents should be uploaded)	.... to....
5	The bidder should submit declaration which may prove that bidder is not Debarred/ Blacklisted by any Institute/Authority in given as prescribed profarma with Rs. 100/- non-judicial stamp paper duly notarized. Page no. 14 (Relevant document should be uploaded).	.... to....
6	Bidder may be a company registered under the Companies Act, 1956, or a Partnership Firm registered under Partnership Act, 1932 or a co-operative firm registered under Co-operative Act. (upload registration certificate)	.... to....
7	If the bidder is a proprietorship firm then the owner should submit declaration proprietorship firm as prescribed profarma with Rs. 100/- non-judicial stamp paper duly notarized. Page no.15 (Relevant documents should be uploaded)	.... to....
8	Bidder must have valid GST Number. (GST Certificate should be uploaded)	.... to....
9	Bidder must have valid PAN Number. (Relevant documents should be uploaded)	.... to....
10	The Bidder must have minimum cumulative turn-over of Rs 50 Lakh , during last three year 2019-20, 2020-21 and 2021-22 duly submit turn-over certificate Certified by CA. with UDIN Number. (Relevant documents should be uploaded)	.... to....
11	Bidder must Produce Declaration of Self Producer / Grower/authorized Distributor for the Quoted item. Page no. 29 (Relevant documents should be uploaded)	.... to....
12	In Case of authorized Distributor, Bidder Should Submit Distributor certificate issued by the Producer. (Relevant documents should be uploaded)	.... to....
13	The Grower/producer must have well equipped Tissue Culture Lab and Nursery accredited by NCS-TCP, Department of Bio-Technology, Govt. of India for production/hardening of the quality Tissue Culture Plants. (Relevant documents such as recognition certificate from authorized institution should be uploaded)	.... to....
14	Declaration from Grower/producer regarding yearly production capacity with Name of Bio-Technologist & Lab-In-Charge and their qualification and designation. (Relevant documents should be uploaded)	.... to....
15	Bidder should submit declaration from Grower/producer that he will supply Tissue Culture (Teak) Plant Propagated from his own nursery ex- plant. (Relevant documents should be uploaded)	.... to....
16	In Case of authorized Distributor, Bidder Should Submit All the Documents Related to Producer to fulfill the Eligibility Conditions above. (Conditions No. 4,5,6,7,8,9,13,14,15) (Relevant documents should be uploaded)	.... to....
17	Pre-Contract Integrity pact must be produced on Rs. 100/- Non Judicial Stamp Paper as per Annexure-III fulfill and sign (Relevant documents should be uploaded)	.... to....

Note: - The Document uploaded should be Self Attested by the competent Signatory.

Submission of Document and Validity of Document –

- Bidder or his authorized representative (along with letter of authority) may be present while opening of Technical/ Financial bid.
- All the documents uploaded should be numbered and should be mentioned in attachment sheet against respective eligibility condition.
- The Bidder has to produce original documents for verification as and when required.

Annexure-III

11. Pre- Contract Integrity Pact**Upload on Rs. 100/- Non Judicial Stamp Paper****1. GENERAL**

1.1 This pre-bid contract Agreement (herein after called the integrity Pact) is made on
Day of the month**20**..... between, the C.G. Rajya Beej Evam Krishi Vikas Nigam Ltd. acting through Shri..... (Designation of officer, Department) Government of Chhattisgarh (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/ Service) and M/s Represented by Mr. Chief Executive Officer (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/Public Company/Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2 OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1 Enabling the BUYER to obtain the desired Stores/Equipment/ Work/ Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2 Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in to order secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3 COMMITMENTS OF THE BUYER

THE BUYER commits itself to the following :-

3.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2 The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

3.3 All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct of the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means & illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 4.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3 The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/ Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the individual, firm or company in respect of any such intercession, facilitation of recommendation.
- 4.4 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7 The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9 The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the RCO process.

5.2 If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the RCO process or the contract, if already awarded, can be terminated for such reason

6. EARNEST MONEY (SECURITY DEPOSIT)

Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

6.1 The Earnest Money should be deposited online from own Account of bidders by RTGS /NEFT.

6.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3 In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee or the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of RCO. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this pact.

8. FALL CLAUSE

8.1 The BIDDER undertakes that if has not supplied/is not supplying similar product/ Systems or subsystems at a price lower than that offered in the present bid in respect of any other Department or PSU of the Government of Chhattisgarh and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Department or PSU of the Government of Chhattisgarh at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1 The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meeting. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Department/PSU

Witness

Witness

1)

1)

.....

.....

2)

2)

.....

.....

12. Envelope- (A)

E.M.D.

A. Details of EMD Payments:-

1. Name of Firm & Address -
2. Mode of Payment -
3. Bank Name -
4. Branch Address -
5. Amount -
6. Date -
7. Please Upload Scan Copy of receipt (Self attested with detail name of firm)
of RTGS/NEFT *with transaction/UTR number*.

B. Bidders Bank Details

A/C of -

Account No. -

Bank -

Branch -

IFSC Code -

Date of Transaction -

NEFT/ RTGS or other transaction no. -

The Bidder has to submit/upload scan copy of the RTGS/NEFT Receipt **and Cancelled Cheque of above account.**

13. Envelope- (B)

Technical Bid

1. Profile of the Bidder as per Annexure –(I)
2. Check list/ Eligibility Condition of the Bidder as per Annexure –(II)
3. Other Document as per Check list.

14. Envelope- (C)

Financial Bid**OFFER RATES FOR MATERIAL****AS PER SPECIFICATION MENTIONED IN 8****Offer Rates for TISSUE CULTURE (Teak)**

S.No.	Item (As Per Specification Mention in Page No.17)	Unit	HSN Code	Basic Rate	GST %	Total GST Amount	Total Amount Including GST
Tissue Culture (Teak)							
1	Tissue Culture (Teak) (In Poly bags)	Per Plant					

15. SELF DECLARATION

Company/Firm’s Letter Head

We declare that, we are the **self Producer / Grower/authorized Distributor** of the quoted item, Listed below under RCO - 61 "Tissue Culture (Teak)" Year 2023-24.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.....

Offerer's Signature -----
(Name -----)

Address-----

Name of the Firm -----
(Seal & Signature) -----

END.