

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,
JAIPUR - 302006 –RAJASTHAN

Tel. No. 0141-2740841 Website : www.rajexcise.gov.in

Short Notice Inviting E-Bid

RATE CONTRACT FOR PROCUREMENT OF ROPP SEALS DULY PRINTED

(ROPP Seal is a schedule item. Hence, it is reserved for procurement only from the micro and small enterprises situated in Rajasthan, as defined in the clause 1(a) of the notification no. F.1(8)/FD/GF&AR/2011 dated 19.11.2015. Enterprises situated outside Rajasthan shall not be eligible to bid)

Single Stage
Two Part Bid

Part I
TECHNICAL BID

NIB. NO. RSGSM/ROPP Seals duly printed/Open Competitive Bid/2017-18/ Pur/124

Date 11.08.2017

Download of Tender Form	:	Till 29.08.2017 up to 6.00 PM
Last Date/ Time of upload of the Tender	:	Till 29.08.2017 up to 6.00 PM
Date and time of opening of the Tender	:	On 30.08.2017 at 12.00 Noon
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system
Price of Tender Documents	:	Rs. 500/- +18%GST
Price of E- Tendering process fee	:	Rs. 1000/-

Signature of Bidder With Seal

SHORT NOTICE INVITING E-BID

NIB. NO. RSGSM/ ROPP Seals Duly Printed/ Open Competitive Bid/2017-18/ Pur/124 Date
11.08.2017

1. Online Single Stage Two part unconditional Bids are invited for the procurement of ROPP Seals Duly Printed from Manufacturer of ROPP Seals situated in rajasthan only on F.O.R. basis at Reduction Centres of Rajasthan State Ganganagar Sugar Mills Limited Up to 6.00 PM of 29.08.2017. Brief of item to be procured is as below :-

S. NO.	Name of Article	Quantity in Lacs	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	ROPP Seals Duly Printed	25 MM - 5400 28 MM - 18	0.5 % of Eastimated value	90 days	Annexure-E

2. *Provisions of notification no. F.1(8)/FD/GF&AR/2011 Dated 19.11.2015 shall be applicable as ROPP seal is a scheduled item which is to be procured only from micro, small and medium enterprises situated in Rajasthan.*
3. (1) ROPP seal is a reserved item for procurement only from micro,small and medium enterprises situated in Rajasthan, as defined in the clause 1(a) of *notification no. F.1(8)/FD/GF&AR/2011 Dated 19.11.2015.*

Clause 1(a) is as folloes-

" The micro, small and medium enterprises means the micro, small and medium enterprises classified under sub-section (1) of section 7 of the Micro, Small and Medium Enterprises Development Act, 2006 and situated in Rajasthan and recognized by the Industries Department as such."

- (2) Every micro, small and medium enterprises shall be required to submit an affidavit , in the form B (annexure- J) along with the duly filled bid document, to the procuring entity. In the absence of above form B, bid shall not be considered.
- (3)bidder shall invariably have to enclose Capacity Assessment Certificate issued by concerned District Industries Centre of Rajasthan alongwith bid. In absence of the same, bid shall be rejected prima-facie.
- (4) 4 % of such procurement shall be earmarked for procurement from local micro and small enterprises owned by member of scheduled caste and scheduled tribe in Rajasthan.
- (5) Bids received from sources other than those specified in clause 1(a) shall not be taken into consideration.
- (6) The contract for supply of goods to the enterprises included in the category mentioned at clause 1 (a) may be given to the extent of their capacity by breaking the order in part for procurement of goods.

Signature of Bidder With Seal

4. Bidding Document can be seen at website www.rajexcise.gov.in, <http://sppp.raj.nic.in> Tender form may be seen and downloaded from website eproc.rajasthan.gov.in The price of Bidding Document may be paid alongwith user charges/processing fee at the time of submission of the Bid.
5. **Instructions for submission of Technical Bid**
- (a) Technical Bid should be submitted online only. Bid Security shall be submitted in the form of Banker Cheque / Demand Draft personally or by post in sealed envelopes bearing the reference of NIB as: "BID FOR NIB. NO. RSGSM/ **ROPP Seals Duly Printed**/ Open Competitive Bid/2017-18/ Pur/124 for ROPP Seals Duly Printed NOT TO BE OPENED BEFORE 30.08.2017 at 10.00 AM" so as to reach the office of the DGM Purchase RSGSM upto 6.00 PM of 29.08.2017 by post or by hand at the office of the DGM Purchase RSGSM.
- (b) As per required by the Bidder, training may be given by DOIT&C, Yojna Bhawan. Bidder may contact: E-Procurement cell, 1st Floor, Yojna Bhawan, Tilak Marg Jaipur. Help Desk Phone-0120-4200462, 0120-4001002, 91-8826246593, Email- eproc@rajasthan.gov.in , Website www.eproc.rajasthan.gov.in
- c. Bid form & hand-written rates would not be accepted.
- d. Read all instructions carefully the steps of submitting e-Bid online.
6. E-Bids received after the specified date and time shall not be accepted.
7. The Bids shall be opened in the office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 12.00 Noon on 30.08.2017 in the presence of the Bidders or their representatives who wish to be present.
8. RSGSM Management reserves the right to reject any tender without assigning any reason thereof.
9. The Bidders shall have to submit a valid VAT/GST clearance certificate from the concerned Commercial Taxes Department and the 'PAN' issued by Income Tax Department.
10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
11. E-Tender form can be downloaded from the website eproc.rajasthan.gov.in Tender shall be accepted only online (e-procurement). D. D. for E-tendering process fee Rs. 1000/- in favour of M.D.RISL Jaipur. Tender form Rs. 500/- +18% GST & BID SECURITY (Bid Security) drawn in favour of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur on or before 29.08.2017 by 6.00 PM. Tender without appropriate BID SECURITY (Bid Security) shall not be accepted. The Technical Bid & Financial Bid shall be uploaded separately. Financial Bid of Bidder who qualifies in technical bid would only be downloaded later on, the date to be intimated by RSGSM. **This tender shall be processed through e-procurement portal of Govt. of Rajasthan.**

Dy.GeneralManager(Purchase)

Signature of Bidder With Seal

Rajasthan State Ganganagar Sugar Mills Ltd.
4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 email ID : purchasersgsm@gmail.com

NIB. NO. RSGSM/ ROPP Seals Duly Printed / Open Competitive Bid/2017-18/ Pur/124 Dated
11.08.2017

E-Bid NOTICE

E-Bids are invited from Manufacturer who are MSME registered and recognized by rajasthan industries department and situated in rajasthan for procurement of ROPP Seals Duly Printed. Bids could be uploaded on eproc.rajasthan.gov.in by date 29.08.2017 before 6.00 PM. Details may be seen in the Bidding Document on website www.rsgsm.in/ <http://sppp.raj.nic.in> and shall be processed through eproc.rajasthan.gov.in.

Dy. General Manager(Purchase)

Signature of Bidder With Seal

INTRODUCTION

1.	The number of the Invitation to Bid is	: NIB No. RSGSM/ / ROPP Seals Duly Printed /Open Competitive Bid/2017-18/ Pur/124
2.	The Procuring Entity is	: Rajasthan State Ganganagar Sugar Mills Ltd.
3.	The Goods to be procured are	: ROPP Seals Duly Printed
4.	(i) The price of the Bidding Document	Rs. 500/- +18 % GST by way of Demand Draft/Banker's Cheque in the name of ' <i>Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur</i>
.	(ii) e - tender Processing Fees	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of ' <i>Managing Director RISL, Jaipur</i> ' payable at Jaipur
5	For clarification purposes only, the Procuring Entity's address is	: Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 email ID : purchasersgsm@gmail.com
6.	The Pre-Bid conference	Yes , On 18.08.2017 at 11.30 AM
7.	The language of the Bid is	: English & Hindi
8.	The bidder shall submit with its Bid	: Mentioned at Technical Bid Check list
9.	The Bid validity period shall be	: 90 days from the dead line for submission of Bids
10	Bid Security	: (a) Bid Security/Bid Security Declaration shall be required (b) The amount of Bid Security shall be 0.5% of Estimated value. Bid Security Declaration if required & Demand Draft/ Banker's Cheque in the name of ' <i>Rajasthan State Ganganagar sugar Mills Limited</i> ' payable at Jaipur, reached Head office, Jaipur upto 6.00 pm on 29.08.2017
11	Authorisation	: Power of Attorney/ Board Resolution Letter of Authorisation written on the Letter Head by the Bidder.
12	Downloading of Bids	: Upto 6.00 PM on 29.08.2017 on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Electronic submission of Bid is mandatory)
13	Submission of Bids	: Upto 6.00 pm on 29.08.2017 on Rajasthan Government's portal www.eproc.rajasthan.gov.in

Signature of Bidder With Seal

Mobile : _____

Website if any : _____

Statuary Details

GST Tin Number : _____

Income Tax PAN : _____

GST No. : _____

Bid Security DD/BC No. & Amount : _____

Name of Bankers of the Bidder : _____

Bank RTGS No. with account no. : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

(Attach sheets where-ever necessary and strike out whichever is not applicable)

नोट : उक्त सभी प्रविष्टियां पूर्ण व अनिवार्य रूप से भरें।

Signature of Bidder With Seal

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur – 302 006 (Rajasthan)

निविदादाता द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय, नेहरू सहकार भवन में नियमानुसार जमा करानी होगी:-

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	500/- + 18% GST	डिमाण्ड ड्राफ्ट	RSGSM, Ltd. Jaipur
2	अमानत राशि	0.5% of Estimated Value	डिमाण्ड ड्राफ्ट*	RSGSM, Ltd. Jaipur
3	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur

* 10.00 लाख से अधिक होने की स्थिति में रूपये 10.00 लाख से अधिक धनराशि ड्राफ्ट/बैंक गारन्टी द्वारा उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक **29.08.2017 को सांय 6.00** बजे तक जमा कराना आवश्यक है।

2. निविदा में सभी संशोधन निविदा जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। निविदादाताओं द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
3. ई-टेन्डरिंग के लिये निविदा दाता हेतु निर्देश
 - अ. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदा दाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - ब. निविदा दाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
 - स. इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केन कॉपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।
 - द. कोई भी टेण्डर इलेक्ट्रॉनिकी फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
 - य. टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
 - र. ऑन लाईन निविदा भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

Signature of Bidder With Seal

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Bais Godown, Jaipur – 302006

Special Terms and Conditions for Tender of Roll on pilfer proof ROPP Seals

Important Instruction :- The Law relating to procurement " The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.raj.nic.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Eligibility Criteria for participate in tender :

- a) A Company/Firm/Individual/Trust/Society can participate in bid process.
- b) At the time of opening of Technical Bid , a bidder had not been blacklisted by RSGSM or any department of Central/State Government.
- c) If any amount of RSGSM is due/ recoverable from a Company/Firm/Individual/Trust/Society etc., such entity will not be eligible to participate in bid process. If such entity uploads its bid, shall be rejected prima-facie.
- d) Bidder should have registration with commercial taxes department of Rajasthan. A Copy of registration will be required along with bid.
- e) A bidder should also be registered and recognized by industry department of the Rajasthan state.

2. Specification For ROPP Seals :-

- a) ROPP Seals should be made up of aluminium sheet in single colour (black, Navy blue/Red or any other colour) as per requirement. Aluminium Sheet should be internally lacquered. "Rajasthan State Ganganagar Sugar Mills Ltd" should be printed on the top of the seal. Name of the manufacturing firm should be printed on the external side of the seal.
- b) Material, Size and Weight : The ROPP Seal should be uniformly made from aluminium sheet in such a manner that the circular shape of the seal remains intact till used & should be able to sustain transit and storage handling.
 - i) The neck size of the seal should be 28 mm and 25 mm.
 - ii) The aluminium sheet thickness for 28 mm and 25 mm shall be minimum 0.15 mm (on the basis of average of 10 seals).
 - iii) The average weight of the 10 seal for 28 mm shall be 9.00 gms (without EPE liner) and that of 25 mm shall be 7.00 gms (without EPE liner)
- c) Lacquer & Liner:
The seals shall be appropriately lacquered as required and the supplier shall ensure that the grade of the lacquer used is non toxic and food grade. Both internal and external finishes shall withstand any special washing and/or sterilisation process that the RSGSM may be following:-
The Expanded Polyethylene liner shall be of minimum 1.3 mm thickness for 28 mm and 25 mm neck caps and the grade used shall be non toxic and food grade. The supplier shall have to furnish a Certificate that the grade of the lacquer and the liner used is non toxic and food grade with each consignment without which the bills shall not be cleared for payment.
- d) Opening Torque: Torque value for 25 mm must be maximum 125 Ncm and for 28 mm it must be maximum 140 Ncm.

Signature of Bidder With Seal

3. The supplier shall have to ensure the supply of proper quality of ROPP Caps of required specifications with regard to weight, thickness of Aluminium sheet/ EPE liner etc. In case of variation in the specifications of the seals supplied, deductions from the respective bills shall be made in following manner:-

i) Variation in minimum thickness of Aluminium sheet :-

- a) In case of variation upto 2.5% on lower side deduction @10% shall be made.
- b) In case of Variation more than 2.5% on lower side the material shall be liable to be rejected.

ii) Variation in minimum weight of seals

- a) In case of variation upto 2.5% on lower side, deduction @ 10% shall be made.
- b) In case of Variation more than 2.5% on lower side the material shall be liable to be rejected.

NOTE :-

The thickness and weight of aluminium sheet are co-related, so deduction shall be made on one parameter only which is on higher side.

iii) Variation in the number of perforations (required perforations 7 in case of 25 mm Caps and 8 in case of 28 mm Caps):-

In case of variation in number of perforations, a deduction of 5% shall be made.

iv) Variation in minimum thickness of EPE liner:-

- a) In case of variation lower side deduction @5% shall be made.

The sample of each consignment shall be physically checked and verified at unit level regarding prescribed specification for weight, size, number of perforation and print quality. The sample shall be got tested from the RSGSM, Jhotwara, Jaipur laboratory/Government authorised laboratory or any reputed Private laboratory for all parameters as per specification. The testing fee paid shall be born by the Company. In case of rejection however due to article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.

v) Print:-

The printing on the ROPP Seals should be absolutely clear. In case of any defect in printing due to any reason the company shall be free to levy deduction @ 5% on the supplied material.

However, in case of certain exigency, if the material of below specification (beyond permissible limits) is used with the permission of Head Office, purchase committee shall have power to decide deduction on account of supply of substandard material.

4. MODE OF PACKING:

i) 5000 pcs. of ROPP caps of 28 mm. in one carton and 7000 pcs. of ROPP caps of 25 mm. in one carton. The caps shall be properly counted and packed in polybags. This in turn, shall be packed in durable 6 ply carton, which can protect the caps from damages and transit hazards.

ii) Each carton shall be marked with following information:

- a) Manufacturer of ROPP Seals name and location:
- b) ROPP size, top print details & destination:
- c) Date and shift of production:
- d) Checker / Operator name Carton no.

iii) Each approved carton shall be closed with BOPP tapes on the bottom and top sides.

5. Supplier should be a Manufacturer of ROPP Seals for which he will have to produce a Certificate for this purpose.

6. The RSGSM Limited is at liberty to carry out sudden inspection of the Factory of the Bidder before or during the supply contract, without prior intimation. If the Factory/Works/shop is found un functional, his Purchase Order shall be cancelled and BID SECURITY/Security Deposit forfeited. In the case of Manufacturer of ROPP Seals /Bidder who has submitted the provisional certificate of competent authority, the Bidder shall have to give written proof about the manufacturing activities of the firm.

Signature of Bidder With Seal

7. **Quantity :** The quantity of 18 lac for 28 mm & 5400 lac for 25 mm mentioned in the Tender notice is approximate and tentative. The Quantity of both the sizes is subject to change upto any extent. The management reserves the right to change the specification, size, design and quantity anytime during the contract period and in case of any major change the Management reserves the right to call for a fresh Quotation/Tender as decided anytime during the contract. Offered quantity should be mentioned in Financial Bid alongwith rates.
8. **RATE :** Single Rate should be quoted in financial bid on the basis of per 1000 ROPP Seals on F.O.R. basis for our 20 warehouses viz. Jhotwara (Jaipur), Jhunjhunu, Sikar, Bharatpur, Dholpur, Swaimadhopur, Alwar, Ajmer, Bhilwara, Kota, Baran, Bundicity, Udaipur, Chittorgarh, Mandore, Rani, Sirohi, Sriganganagar, Bikaner & Hanumangarh separately in BOQ enclosed to this tender document. Rate should be inclusive of all duties and taxes except GST. GST should be shown separately in Financial Bid.
9. The rate will be offered on the basis of rate contract provisions of RTPP ACT, 2012 and RTPP ACT, 2013.
10. Escalation:- The Sale Rate of standard coil of alloy AA 8011 product H14, H16 based on National Aluminium Company Limited, Bhubaneswar as on date of Technical Bid, will be the BASE RATE for contract and further escalations. The Minimum Rate of National Aluminium Company Limited, Bhubaneswar must be enclosed with Technical Bid. Any increase/ decrease in price of standard coil of alloy AA 8011 product H14, H16 shall be allowed corresponding with the increase / decrease in price of standard coil of alloy AA 8011 product H14, H16 by National Aluminium Company Limited, Bhubaneswar during the validity of the contract and the price revision shall be allowed to the extent of 80% of increase/ decrease in price of said version standard coil of alloy AA 8011 product H14, H16.
- The escalation clause will be applicable only when the variation in the rate of standard coil of alloy AA 8011 product H14, H16 is \pm (plus/minus) more than $\pm 3\%$ i.e. the variation up to $\pm 3\%$ will be ignored, meaning thereby that if the variation is $\pm 3\%$ then there will be no change in rate. but if variation is \pm above 3% or more then the increase/ decrease will be made affective. This benefit will be allowed from the first day of succeeding month.
- Every bidder have to provide the sale rate published of standard coil of alloy AA 8011 product H14, H16 based on National Aluminium Company Limited, Bhubaneswar at the time of bidding.**
11. If the rate contract holder 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, 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. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving those fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
12. Bid security :- Bid security shall be 0.5% of the estimated value of the Tender which is Rs. 13.00 crore . Every bidder, participating in the procurement process shall be required to furnish the bid security. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or

Signature of Bidder With Seal

managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of banker's cheque or demand draft . Tender without appropriate BID SECURITY Shall not be accepted. The Bid Security must remain valid Thirty days beyond the validity period of the bid. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

- (a) when the bidder withdraws or modifies its bid after opening of bids;
- (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- (c) 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;
- (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

13. **Performance security.-** The amount of performance security shall be 1% of the amount of supply order. Performance security shall be furnished within 15 days from the date of issue of purchase order with the agreement in any one of the following forms-

- (a) Bank Draft or Banker's Cheque of a scheduled bank;
- (b) Performance security shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder.

It will be returned after successful completion of the contract. In case non fulfilment of the contract, security amount so deposited can be forfeited in full. Decision of the Director In charge in this regard shall be final. No Interest shall be paid on such deposit. No adjustment of any previous balance against BID SECURITY will be allowed.

14. **Payment:** 100% payment shall be made to supplier by Head Office through Cheque/RTGS/ Demand Draft at party's cost on receipt of verified bills regarding Quantity and quality by our respective Warehouse checked and verified by our Purchase Section. Payment shall be made for the quantity dispatched taking into consideration. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.

15. **Testing:** The 10 seals shall be taken on random basis out of each consignment. If supplier representative is not available within three days on receipt of consignment, the Company shall have right to draw the necessary sample and have the same tested. In this case the supplier shall not claim any benefit, etc due to absence. Each lot shall be taken by reduction center in the presence of Supplier's representative. The sample shall be got tested from the RSGSM, Jhotwara, Jaipur laboratory/Government authorised laboratory or any reputed Private laboratory for all parameters as per specification. The testing fee paid shall be borne by the Company. In case of rejection however due to article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.

The test report of ROPP Seals received from Laboratory and report received from concerned reduction center. In case any dispute arises, Purchase Committee shall decide. The decision of purchase committee will be final.

16. After testing of sample if it is found that sample does not conform the specifications given in tender document at more than three occasions under this contract, in that case

Signature of Bidder With Seal

Security Deposit will be forfeited and contract will invariably be terminated without any hearing or giving notice.

17. If any supplier fails to supply as per given supply schedule in consequent three months period without any satisfactory reason, then agreement could be terminated and his security amount will be forfeited.
18. Bidder shall have to provide an affidavit clearly stating that ROPP Seals being supplied to RSGSM shall not be provided to any Company/person/etc. If at any stage it is found that such ROPP Seals have been given to anybody other than RSGSM the supplier shall be charged for breach of contract and shall be liable for penalty as provided by law.
19. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied items at RC or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected ROPP Seals can be deformed (विकृत करना) and same may be given to supplier. If the supplier would not take the rejected goods within 15 days then company is free to destroy the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
20. Monthly supply of ROPP Seals in different colours like Navy Blue, Black, Red and such other colours may be taken if required. Font & Design of printing may also be changed on monthly basis as per instructions given in supply schedule. RSGSM shall not pay any extra amount on above supply.
21. Calculation of LD: If supplies are taken at more than one place during one supply schedule then total supplies received at various places during the period of supply schedule shall be considered for calculating Liquidated Damages.
22. Technical bid must be uploaded separately & Financial Bid (Offered quantity & rate) shall be uploaded separately.
23. The Financial Bid of a Bidder who qualifies in Technical Bid will be opened later on the date to be intimated by automated message system of www.eproc.rajasthan.gov.in.
24. Bidder should enclose certified copies of all the required documents as per checklist enclosed with Tender form.
25. Bidder should enclose certificate specifying categories of his/her industry/ viz. micro, small, medium etc.
26. In case of loss of production due to non supply of P.P. Seals the actual loss accountable against such idle manpower shall be recovered from such supplier.
27. Variation in quantity: Variation up to +/- 1% shall be allowed in total quantity to be supplied for the purpose of completion of the supply order. Such variation cannot be applied on supply schedules. No payment for variation on lower side will be made.
28. The period of Rate Contract is One Year. It can be extended for next one year i.e. total period of contract up to maximum two years.
29. Cancellation: In case RSGSM do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.
30. Management reserves the right to reject the bid of supplier whose report has been found unsatisfactory any time during the supply contract or Bidders who have been debarred for any reason anytime during the supply contract. Any Manufacturer, or of ROPP Seals found manufacturing illicit P.P. Seal of RSGSM print is liable for legal action by the Company.
31. Penalty: Penalty for unsupplied quantity against supply schedules shall be 10% of value of unsupplied quantity.

Signature of Bidder With Seal

32. Any duty, taxes etc. paid at the time of purchase shall be refunded to us in the event of the same being held to be not payable.
33. Bidder shall ensure the standard weight of the Seals as per the given specifications.
34. No counter condition shall be accepted.
35. Income Tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.
36. The supply schedule for quantities shall be given from time to time as per requirement.
37. The Bidder should offer a minimum of 1080 lakhs of tendered quantity for 25 MM and 18 lakhs of tendered quantity for 28 MM. Offered quantity less than 1080 lakhs Per annum (90 lakhs per month) for 25 MM & 18 lakhs FOR 28 MM of tender quantity shall not be considered and the tender shall be liable for rejection.

RSGSM will be free to issue supply schedule for the quantity between minimum and maximum mentioned by the bidder in his bid

38. 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 offer 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.
39. Execution of agreement- The bidder shall execute the agreement on a non judicial stamp of specified value at its cost within 15 days from the date of issue of Purchase Order.
40. The Special Terms and Conditions shall prevail upon where ever the same are in contradiction with the General Terms and Conditions. In case of dispute regarding interpretation of any terms and condition in the Tender Document the same should be got clarified by the Bidder before submitting the Bid. Decision of the Management shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the Tender Document unless called for by written fax shall not be entertained.
41. Digitally signed Scand copy of Tender document, DD of Rs. 500/- of Tender document, DD of Rs. 1000/- for E-tendering process fees, DD of earnest money and other relevant documents and BOQ (offered quantity and rate) shall be uploaded separately in Online-tender (E-procurement).
42. Please read carefully and comply :-
Annexure A : Compliance with the Code of Integrity and No. Conflict of Interest
Annexure B : Declaration by Bidders regarding Qualifications
Annexure C : Grievance Redressal during Procurement Process
Annexure D : Additional Conditions of Contract
43. Technical bid shall be uploaded with below mention documents :-
 (a) Scanned copy of Tender Document with signature and seal.
 (b) Scanned copy of D.D. of Bid Security, Processing fees, Tender form fee.
 (c) Attested copy of documents mentioned in Technical Bid Check List .

Signature of Bidder With Seal

Rajasthan State Ganganagar Sugar Mills Limited

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any terms, conditions or specifications etc. he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Tender should be filled with ink. Tender filled by pencil or otherwise shall not be considered. No addition and alteration should be made in the tender, no over writings should be done. Corrections, if any should be done clearly and should be initialed. **(Please Ignore it)**
3. Bid must be submitted in properly sealed envelope according to the directions given in the tender notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of tender and name of bidder. **(Please ignore it)**
4. Bidders are hereby explicitly warned that Individuals signing the tender must specify as follows :-
 - a) Whether signing as "sole proprietor of the firm?"
 - b) Whether signing as registered active partner of the firm?
 - c) Whether signing for the firm on the basis of power of attorney?
 - d) In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the tender if a copy has not already been sent to the company.
5. Only such Bidders who are Manufacturer into the goods for which they tender shall be eligible.
6. Bidder, who is not registered under the GST Act, prevalent in the State where his business is located, may not be eligible for Tender. The GST Registration numbers should invariably be quoted.
7. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
9. (a) Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The Bidder should however

Signature of Bidder With Seal

indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F.O.R. Distillery/ Warehouses.

(b) Any increases in any tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in any tax after the due date of tender will be paid less to the party

10. The Bidder shall not assign or sublet his contract or any part thereof to any other agency. Subletting may be allowed by the Company provided that the sublet is a registered firm under the Rajasthan GST Act.
11. The Bidder should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid. An affidavit on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document.
12. The tender must be accompanied by a Bid Security equivalent to 0.5% of the estimated value of the items tendered or the supply to be made by him, without which the tender shall not be considered. The bid security should be deposited by the bidder in one of the following forms only.
Bank Draft of any Scheduled Bank in favour of 'Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.

NOTE :

1. The rates should be uploaded separately in Online-tender (E-procurement) and DD should be in a separate cover.
 2. The Bid Security will be refunded to unsuccessful Bidder after final acceptance of the tender whereas in case of successful Bidder, it will be treated as part of the Performance Security Deposit.
13. No request for adjustment of outstanding claim of any kind against the company towards BID SECURITY/Performance Security will be entertained, and failure to deposit the BID SECURITY in full amount will always result in cancellation of tender.
 14. Successful Bidders will have to deposit security money or an amount equal to 1% of the actual value of the articles by way of DD/Pay order in favour of the Rajasthan State Ganganagar Sugar Mills Ltd. within 15 days at the time of agreement from the date of issue of purchase order. The purchase order duly accepted & signed by the Bidder shall be an agreement for supply. The security money will be refunded within six weeks after the expiry of the rates after completion of the contract. No interest will be paid by the Company on the security money. If a Bidder fails to deposit the required security within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and will result in the forfeiture of the Bid Security in part or in full at the discretion of the Director In-charge for reason to be recorded.
 15. TENDER SHALL BE VALID

Signature of Bidder With Seal

- (a) 90 days from the dead line for submission of Bids.
- (b) After a tender has been accepted, the rate shall remain valid throughout the contract Period or for the period for which tenders are invited whichever is higher.
16. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
17. The tenders should be submitted along with samples, if required.
18. The time specified for supply of **ROPP Seals** shall be deemed to be the essence of the contract and the successful Bidder shall arrange supply/work within that period on receipt of work/supply order from the Company
- 19.
- (i) If the contractor fails to execute the order/contract within the period specified in the tender, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer/Distributor or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the Bidder fails to execute the order/contract within the period specified in the tender, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
- a) Delay up to one fourth period of the prescribed delivery period – 2.5% +GST
- b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5%. + GST
- c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + GST
- d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10%.+GST
- (ii) Penalty for unsupplied quantity shall be 10%.+ GST

Notes :

Signature of Bidder With Seal

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
 - (b) The maximum amount of liquidated damages shall be 10%.+ GST
 - (c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - (d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
20. When the Performance security in full or in part is proposed to be forfeited, a notice will be given to the bidder to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
21. In the event of breach of the contract at any time on the part of the contractor/ supplier, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
22. The Mode of payment shall be according to special conditions of contract enclosed herewith. Normally, 100% payment is released after acceptance of supply and on receipt of verified bills at Head Office.
23. Remittance charges on payment made to firms except through cheque will be borne by the supplier unless specifically agreed by the Company.
24. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
25. Direct or indirect canvassing on the part or bidders or their representatives will disqualify them.
26. In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
- 27.
- (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
 - (ii) If the bidder resiles from his offer or offers new terms after opening of the tender, his earnest money (Bid Security) is liable to be forfeited.
 - (iii) The submission of more than one tender and under different names is prohibited.
 - (iv) Any relationship or business connection that may exist between

Signature of Bidder With Seal

bidder and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to the Company.

- 29.** Specifications (if any) of the items for which tenders are invited are enclosed with this document.

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

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Signature of Bidder With Seal

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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Signature of Bidder With Seal

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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Signature of Bidder With Seal

(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.

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Signature of Bidder With Seal

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

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Signature of Bidder With Seal

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- i. 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.
- ii. 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.

Signature of Bidder With Seal

List of Reduction centre of RSGSM
Year 2017-18

Annexure -E

S. No	Name of Reduction centre
01.	Jhotwara (Jaipur)
02.	Sikar
03.	Jhunjhunu
04.	Ajmer
05.	Bhilwara
06.	Udaipur
07.	Chittorgarh
08.	Mandore (Jodhpur)
09.	Sirohi
10.	Rani
11.	Bharatpur
12.	Sawaimadhapur
13.	Alwar
14.	Dholpur
15.	Kota
16.	Bundicity
17.	Baran
18.	Sriganganagar
19.	Hanumangarh
20.	Khara, (Bikaner)

Signature of Bidder With Seal

Annexure 'F'

Manufacturer of ROPP Seals Authorisation (In case of procurement valuing more than Rupees 10 lakh)

Manufacturer of ROPP Seals Authorisation

NIB. NO. RSGSM/ROPP Seals Duly Printed / Open Competitive Bid/2017-18/ Pur/124 Dated: 11.08.2017

To,
The DGM (Purchase)
RSGSM Ltd.
Jaipur.

WHEREAS

We, who are official Manufacturer of ROPP Seals of ROPP Seals Duly Printed having factories at _____ situated in Rajasthan do hereby authorise _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide ROPP Seals Duly Printed, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend that the goods supplied by us shall be free from defects arising from any act or omission by us or arising in design, materials and workmanship, under normal use, with respect to the Goods offered by us in reply to this Invitation for Bids.

Name _____

In the capacity of : _____

Signed _____

Duly authorised to sign the Authorisation for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

(Shall be submitted along with the Bid Security)

Signature of Bidder With Seal

Technical Bid Submission Sheet

NIB. NO. RSGSM/ ROPP Seals Duly Printed / Open Competitive Bid/2017-18/ Pur/124 Dated:
11.08.2017

To,

The DGM Purchase
RSGSM Ltd.
Jaipur

We, the undersigned, declare that:

- a. We have examined and have no reservations to the Bidding Document. We offer to supply in conformity with the Bidding Document and in accordance with the supply schedule given from time to time for supply of ROPP Seals Duly Printed .
- b. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 1% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- d. Our firm, for any part of the Contract, have nationalities from the eligible countries
- e. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- f. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;
- k. Our factory is situated in rajasthan state.

Name/ address: _____

In the capacity of : _____

Signed : _____

Duly authorised to sign the Bid for and on behalf of _____

Date _____

Tel: _____ Fax: _____ e-mail: _____

(Shall be submitted along with the Bid Security)

Signature of Bidder With Seal

RATE CONTRACT AGREEMENT

This Agreement is made on the ___ day of _____ 2017 between **Rajasthan State Ganganagar Sugar Mills Limited** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as 'RSGSM') –

FIRST PARTY

AND

M/s _____ having its office

(Hereinafter referred to as the eligible 'Bidder ') on the terms and conditions set forth hereunder: -

SECOND PARTY

The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.

2. That the duration of this contract shall be one year from _____ to _____ RSGSM reserves the right to extend for next one year month on same rate, terms & conditions & further extend the duration up to _____ as per requirement of RSGSM. Supply schedule may be issued in aforesaid period.
3. That the tender form as submitted by the Bidder and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the tender and that of the Purchase Order.
4. The conditions of the tender and contract for open tender enclosed to the NIB. NO. RSGSM/ROPP Seals/ Open Competitive Bid/2017-18/ Pur/124 Dated 11.08.2017 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
5. Purchases Order No. _____ dated _____ issued by the RSGSM and appended to this agreement shall also form part of this agreement.
6. (a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will pay through RTGS/Cheque/D.D or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
(b) 100% payment of bills shall be released by H.O. Jaipur for supplies made on receipt of verified bills from the units within 30 days of delivery and test report from Laboratory at Jhotwara.
7. The Bidder shall be responsible for proper standard packing so as to avoid damage in transportation and deliver material in good condition to all the respective reduction centers. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the reduction center/unit the same shall be debited to the tender.
8. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the Bidder in such an event.
9. The Bidder shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the respective reduction centre/units as per orders placed to them.

Signature of Bidder With Seal

10. (i) If the contractor fails to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have risen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the Manufacturer or similar reasons which the Director In charge may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.
- (ii) Should the Bidder fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The Director In charge may at his discretion allow extension of time, subject to recovery from the Bidder as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below :-
- | | |
|--|------|
| (a) Delay upto on fourth period of the prescribed delivery Period. | 2 ½% |
| (b) Delay exceeding one fourth but not exceeding half of the Prescribed delivery period. | 5% |
| (c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period. | 7 ½% |
| (d) Delay exceeding three fourth of the prescribed delivery Period. | 10 % |

Notes:

- (I) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10%
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (iv) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
11. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied items at RC or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected pet nips can be deform(विकृत करना) and same may be given to supplier. If the supplier would not taken the rejected goods within 15 days then company is free to destroyed the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
12. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
13. Penalty: Penalty for unsupplied quantity shall be 10% of value of unsupplied quantity.
14. Arbitration Clause. : In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
15. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. _____

Dy.General Manager (Purchase)

Signature of Bidder With Seal

Authorized Signatory
Witness

1. _____
2. _____

RSGSM, Jaipur
Witness

1. _____
2. _____

The bidder shall execute the agreement (within 15 days issuing purchase order) on a non judicial stamp of specified value at its cost.

Annexure I

TECHNICAL BID CHECK LIST

(Information to be provided along with the Tender Documents & requisite Bid security. without Bid security the Tender shall not be considered for Evaluation)

SN	Particulars	Details
1.	Name of the Manufacturer of ROPP Seals	
2.	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	
3.	Manufacturer of ROPP Seals (Enclose copy of Certificate)	
4.	Registered and recognized by Industries Department of Rajasthan (Enclose Copy of MSME Unit Certificate)	
5.	Factory owned or taken on lease (Copy of Ownership / Lease Deed registered with competent authority)	
6.	Power Connection (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)	
7.	Registration with the Commercial Tax Department (Enclose Copy of Certificates and TIN)	
8.	VAT/GST clearance certificate from the concerning commercial taxes officer (Enclose copy of Certificate year 2016-17)	
9.	Latest VAT/ GST challan /Copy of Return (Enclose copy of latest last quarter GST Challan/Return)	
10.	Income Tax Permanent Account No. (Enclose copy of PAN No.)	
11.	Bid Security Submitted	
12.	Affidavit for not being black listed by any department/Institution. (On Rs 100/- non judicial stamp Paper duly Notarized)	
13.	Production Capacity of plant (Enclose certificate of industries department of Rajasthan)	
14.	Udyog Aadhar No.	
15.	Production Capacity Certificate	
16.	Form B as per annexure -J	

Signature of Bidder With Seal

ANNEXURE-J

Form B

Format of Affidavit

(See clause 11)

I.....S/o.....Aged.....Yrs.....
residing at..... Proprietor/Partner/Director of
M/s..... do hereby solemnly affirm and declare that:-

(a) My/Our above noted enterprises M/s.....has been issued acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries Centre..... The acknowledgement No. isdated..... and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
--------------	------------------------------

- (i)
- (ii)
- (iii)
- (iv)
- (v)

(b) My/our above noted acknowledgement of Entrepreneurial Memorandum Party-II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place _____

Signature of

Proprietor/Director Authorised Signatory

with Rubber Stamp and date

Signature of Bidder With Seal