



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 4th FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006

CIN:U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID :dgmpurchase.rsgsm@rajasthan.gov.in

Short Notice Inviting e-Bid

Rate Contract For Flip Caps For Sanitizer Bottles

Two Part Online Bid (Single Stage)

Part I

TECHNICAL BID

(To be submitted duly filled and signed along with the bid)

NIB. NO. RSGSM/FlipCap/RC/2021-22/ Pur/03

Dated

Pre-bid representation to be submitted by	:	Up to 13.05.2021 (11.00 p.m.)
Start date/ time of bid submission	:	From 13.05.2021 (05.00 p.m.)
Last date/ time for downloading the bid	:	Till 19.05.2021 (03.00 p.m.)
Last date/ time for uploading the bid	:	Till 19.05.2021 (03.00 p.m.)
Date and time of opening of the bid	:	On 19.05.2021 at (04.00 p.m.)
Date and time of opening of the financial bid	:	To be intimated through E-proc automated messaging system
Price of bid document for micro, small enterprises	:	Rs. 1180/- including GST
Price of e- bidding processing fee	:	Rs. 1000/-

11.05.2021

Rajasthan State Ganganagar Sugar Mills Ltd.

th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur -302006

Tel. No. : 0141-2740841 Fax : 0141-2740676 Email ID :

dgmpurchase.rsgsm@rajasthan.gov.in

NIB NO RSGSM/FlipCap/RC/2021-22/ Pur/03

Date 11.05.2021

SHORT NOTICE INVITING BIDS

1. Single stage online unconditional bids are invited from manufacturers / bona fide suppliers of flip caps for 180 ml sanitizer bottles on F.O.R. basis at Jhotwara Reduction Center of Rajasthan State Ganganagar Sugar Mills Limited up to 03.00 pm of 19.05.2021. Details are as under:

S N	Name of Article	Specificat ions	Quantity in lacs	Bid security	Validity period of bid	Place of delivery and delivery period
1.	Flip Caps for 180 ml for sanitizer	As given in the bid document	18.00	Bid security declaration required	90 days	Jhotwara

2. Bid Document can be seen at website www.rajexcise.gov.in, <http://sppp.rajasthan.gov.in> and the bid form may be seen and downloaded from website eproc.rajasthan.gov.in. The price of bid document may be paid along with user charges/ processing fee before the time of submission of the bid.

3. ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:

क बिड में भाग लेने वाले बिडर को इन्टरनेट वेबसाइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी.सी.ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडदाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।

ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।

ग इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।

घ कोई भी बिड इलेक्ट्रॉनिकी फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।

ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑनलाईन दर्ज करें।

च ऑनलाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणाम स्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेंट सेल हेल्प डेस्क न.0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।

Rajasthan State Ganganagar Sugar Mills Ltd.

- ज बिड में सभी संशोधन/ सूचना बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/ स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 1180/- मय जीएसटी (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 1000/- (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक, बोली प्रतिभूति राशि घोषणा पत्र (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) एवं एनेक्सर 'बी' (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना अथवा ई-मेल (dgmpurchase.rsgsm@rajasthan.gov.in) के माध्यम से सूचित करते हुए मूल दस्तावेज डाक/कूरियर के माध्यम से भिजवाने की रसीद प्रेषित करना आवश्यक होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 4th FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006

CIN:U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID : dgmpurchase.rsgsm@rajasthan.gov.in

NIB. NO. RSGSM/ FlipCap/RC/2021-22/ Pur/03

Dated – 11.05.2021

SHORT NOTICE INVITING BID

Bids for flip caps for 180 ml pet bottles are invited from manufacturer/ bona fide suppliers. Interested bidders may submit their bids up to 03.00 p.m. of 19.05.2021. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://rajexcise.gov.in/>, departmental website.

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

<u>Instructions to Bidders:</u>		
1.	NIB No.	NIB. NO. RSGSM/ FlipCap/RC/2021-22/ Pur/03
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	Flip Cap for Sanitizer; as per given specifications and sample available in office). Rate contract shall be for 12 months from the date of execution of agreement; extendable for further three months.
4.	(i) Price of the bid document	Rs. 1180/- including GST by way of Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' payable at Jaipur Or Online deposited in RSGSM account as per the detail given in the bid.
	(ii) e - bid Processing Fees	Rs. 1000/- by way of Demand Draft/ Banker's cheque in the name of 'Managing Director, RISL, Jaipur' payable at Jaipur.
5.	Procuring Entity's address	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email ID: <i>dgmpurchase.rsgsm@rajasthan.gov.in</i>
6.	Pre-bid representation	Up to 13.05.2021 11.00 p.m. As there is a lockdown, there would be no pre-bid meeting. Prospective bidders may seek clarification or raise other points by submitting their representation through e-mail also.
7.	Language of the bid	English and/ or Hindi
8.	Documents required to be submitted along with technical bid	As detailed in technical bid, check list.
9.	Bid validity period	90 days from the date of opening of technical bids
10.	Bid Security	Bid security declaration shall be required; it should reach RSGSM Head office, Jaipur up to 03.00 p.m. on 19.05.2021.
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/ letter of authorization under signature of competent authority on the letter head of the company/ firm or other relevant document depending on the nature of the firm
12.	Downloading of bids	From Rajasthan Government's portal <i>www.eproc.rajasthan.gov.in</i> up to 03.00 p.m. on 19.05.2021
13.	Submission of Bids	On Rajasthan Government's portal <i>www.eproc.rajasthan.gov.in</i> up to 03.00 p.m. on

Rajasthan State Ganganagar Sugar Mills Ltd.

		19.05.2021. Electronic submission of bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of bids (a) Technical Bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur- 302006 at 04.00 p.m. on 19.05.2021(on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	Financial Bid	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LOA).
16.	Work Performance Security	2.5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.
17.	Appellate Authority	First: Joint Secretary Finance (Excise) Second: Any two Directors appointed by the board

I/ We _____ (*Name of the bidder*) in the capacity of _____ (*Designation*) as bidder have read the instructions, NIB and all the terms and conditions of bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof. Details of the bidding firm/ company are as below:

Name of Firm/Company/Individual : _____

Office Address (with PIN code) : _____

Factory Address (with PIN code) : _____

Telephone Nos. _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD Code) : _____

E- Mail ID : _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Mobile : _____

Statuary Details

GSTN : _____

PAN : _____

Bid Processing Fee
(deposition details
& amount) : _____

Bid Fee detail & amount : _____

Bid Security detail & amount : _____

Details of bank account of the bidder

Bank name and branch address : _____

Bank account No : _____

Bank IFSC/ MICR Code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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

Rajasthan State Ganganagar Sugar Mills Ltd.

Special Terms and Conditions

Important Instructions: The laws 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.rajasthan.gov.in>. Therefore, 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/ rules and this bid document, the provisions of the act and the rules shall prevail.

01. **Specifications for flip caps for 180 ml for sanitizer bottles:**

a) *The samples are available in the office; interested bidders may see them in the office in office hours. Bidders may be asked to submit their samples at the time of technical evaluation. Financial bids of only those bidders would be opened who are found technically responsive and whose samples are approved. The committee may also get the samples checked from a third party laboratory at the cost of the bidder.*

b) Neck size 25 MM (Like CL PP Caps) of white coloured PVC

c) Weight 3.65 gm (± 5 gm)

d) Top Length 2.5 cm

e) Height 2.00 cm

02. **Packing:** The flip caps should be packed in such a way that during loading, transportation & unloading no negative effect on shape, breakage, quality, etc. can take place. Every bidder shall have to submit the quantity of flip caps for sanitizer bottles to be contained in one pack invariably.

03. The flip caps shall be clean, free from pin holes, foreign particles and undispersed raw material.

04. The PET chips/ resin used for manufacturing the flip caps for sanitizer bottles should be virgin and non-toxic. Certificate to this effect shall have to be furnished by the manufacturers with each consignment taken by them.

05. **Rate:** Single rate F.O.R. on godown/ warehouse of Jhotwara, Jaipur reduction center should be quoted in financial bid (Online). GST shall be shown separately.

06. **Technical Evaluation:-** The bids will be first evaluated technically. Bidders will have to provide complete profile of the company/ organization including audited balance sheets details of plant & machinery, capacity utilization, supply, samples of subject matter of procurement and other details as per requirement of check list (technical bid). The brief description should also be referred in affidavit as per clause 46 of special condition.

07. **Resolution of the cases of variation in specification beyond permissible limits:** The Specifications given are for minimum quality and superior quality products would be accepted. Supply shall not be accepted for flip caps having variation beyond permissible limits to prescribed specifications and shall be liable for rejection; and shall be taken back by the suppliers at their own expenses within 15 days of issue of letter to this effect.

08. **Inspection of factory/ works of the bidder:** The RSGSM Ltd. will be free to carry out sudden inspection of the factory/ works of the bidder before or during the supply

Rajasthan State Ganganagar Sugar Mills Ltd.

contract without prior intimation. If the factory is found un-functional or the details of the plant and machinery if found otherwise then as mentioned in the bid, bid security/ security deposit may be forfeited with 18% GST. In case bidder firm has submitted production capacity more than capacity assessment certificate/ completed supply order than periodical inspection shall be made.

09. **Inspection of supplied goods by the bidder:** Bidder firm shall submit samples after issuing of LOA to DGM (P&S). Two samples shall be retained in Head Office, two samples will be sent to laboratory, Jhotwara and other two samples will be sent to Jhotwara RC after successful test report by authorized lab as per IS 12229- 1987 and specifications as prescribed by RSGSM. Company reserves the right to conduct sudden/ random inspection of the supplied goods to check the quality of supplied items at any place even after the final payment. If quality of supplied goods are not found up to the mark, rejected goods shall be deformed (विकृत करना) by in charge of reduction center under its video recording, copy of which (videography) shall be sent to head quarter and then same may be handed over to supplier. If the supplier does not take the rejected goods within 15 days, then company will be free to destroy/ sell the same on the cost of supplier. Cost of destruction/ sale shall be decided on actual expenditure incurred reported by In-charge of reduction center. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. On account of rejection no claim shall be accepted.
10. **Verification:** -Verification of every consignment of subject matter of procurement shall be done on random basis at RC level as per technical specification and sample provided by HO prima-facie.
11. **Testing:** -
- The sample of subject matter of procurement and caps from every consignment will be tested by the RSGSM laboratory, Jhotwara, Jaipur/ government authorized laboratory or any reputed private laboratory for all the parameters as specified in bid and contract. If supplier's representative is not available within three days on receipt of consignment, the company shall have right to draw the necessary sample and get it tested. In this case the supplier shall not claim any benefit, on ground of the absence. The testing fee paid shall be borne by the company. In case of rejection of article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.
 - The company may get tested the sample of subject matter of procurement for sanitizer bottles from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories).
 - If the sample does not conform to the specifications given in the bid document for more than three occasions during entire contract period then in such case, contract will invariably be terminated without any hearing or giving notice and performance security deposit will be forfeited with 18% GST.
12. **Payment:** 100% payment of bills shall be released by H.O. Jaipur for supplies made on receipt of verified bills from the RC along with test report from Jhotwara/ authorized laboratory dispatch note and receipt note. While verifying the bills, respective RC must check the shape, size, weight, transparency etc.

Rajasthan State Ganganagar Sugar Mills Ltd.

13. The supplier shall have to adhere strictly to supply schedule. In case of not maintaining supply as per schedule and shortage of material, then material may be procured from any source at any time on the risk and cost of the supplier. If the successful bidder firm is found habitual of making supply with delay then apart from deduction as LD, action may be taken as per provision in **special condition no. 22**.
14. **Approximate Quantity:** The approximate and tentative quantity of subject matter of procurement (flip caps) is 18 lakh. The approximate quantity may vary as per directives and policies of RSGSM. There would be no commitment for minimum supply.
15. **Estimated Value of Bid and Bid Security:** Total estimated value of bid is approx. rupees 18.90 lacs.
16. **Change in specifications:** The management reserves the right to change the specifications, size, design and quantity anytime during the contract period. If the management decides to change in specifications and weight then price of subject matter of procurement will be reduced proportionate to decrease in weight. The supplied flip cap should fit in the bottle.
17. Bidders shall offer entire quantity of flip caps for sanitizer for the entire contract period. Bids for less than required quantity may not be considered and rejected. Bidders may be given orders for monthly supply of decided quantity. **RSGSM will be free to issue supply schedule for the quantity between minimum and maximum capacity mentioned by bidder in its bid.**
18. **Experience:** The bidder should have minimum two-year experience in manufacturing of flip caps should.
19. **Recovery:** Recovery for unsupplied quantity shall be 10% of value of unsupplied quantity and 18% GST on that.
20. If any supplier fails to supply or makes inadequate supply to that of given as per supply schedule in consequent three months period without any satisfactory reason, then agreement could be terminated and security amount forfeited with 18% GST.
21. **Variation in quantity:** variation up to $\pm 3\%$ shall be allowed in total quantity to be supplied for the purpose of completion of the supply order.
22. **Period:** The period of rate contract will be of one year and may further be extended for a period not exceeding 3 months on same price, terms and conditions.
23. The approximate quantity shown is indicative and during the period of rate contract it may be decreased or increased as per the requirement of procuring entity.
24. A rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement with the bidder of lowest priced bid or most advantageous bid. However, the organization may enter into parallel rate contracts with more than one bidders, if other bidders match the rate of L-1 and the organization is of the view that one bidder could not supply the required quantity in the given time.
25. Management reserves the right to reject the bid of bidders whose reports have been found unsatisfactory any time during the supply contract or bidders, its affiliates and associates, who have been debarred for any reason anytime during the supply contract for any item.
26. Management reserves the right to give bidders applying for the first time a trial order and only after successfully supplying the trial order as per the specifications stipulated in the bid conditions, the bidder shall be given further order.

Rajasthan State Ganganagar Sugar Mills Ltd.

27. **Breakage/ defects:** Transit breakage/ cost of defective bottles shall be borne by supplier which shall be detected during the process of filling and no payment of such defective bottles shall be made to the bidder.
28. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages. Receipt of material after 6.00 p.m. on working days shall be considered received on the next working day.
29. The financial bid of such bidders whose technical bid is found responsive (qualified) shall only be opened on later date which shall be communicated through e-proc automated messaging system.
30. Bidders should enclose certified copies of all the required documents as per the checklist and affidavits enclosed with bid form.
31. The monthly supply schedule for quantities shall be given from time to time as per requirement.
32. No charges of making mould will be reimbursed by RSGSM. A period up to 10 days from the issuance of letter of acceptance (LOA) will be allowed to bidder, if any, for making moulds.
33. 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.
34. The average annual turnover of bidder in each item should be at least rupees 10 lacs per year in any two years out of last three years; in support of which bidder shall have to submit copy of final accounts audited by CA.
35. In case of loss of production due to non-supply of flip caps for sanitizer the actual loss accountable against such idle manpower shall be recovered from such supplier.
36. **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.
37. **Financial Evaluation:** The rate (excluding tax) offered by bidder shall be taken into consideration for determination of L1.
38. **If there is any contradiction in provision of general terms and conditions and that of special terms & conditions, then provision of special terms & conditions shall prevail.** In case of dispute regarding interpretation of any terms and conditions in the bid document the bidders should get it clarified before submitting their bids. At any stage of the bid process, the 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 document etc. after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.

Rajasthan State Ganganagar Sugar Mills Ltd.

39. Please read carefully and comply:

Annexure A: Compliance with the code of integrity and no conflict of interest

Annexure B: Declaration by bidders

Annexure C: Grievance redressal during procurement process

Annexure D: Additional conditions of contract

40. Technical bid shall be uploaded with documents as mentioned below:

(a) Scanned copy of bid document.

(b) Scanned copy of D.D. of bid security, processing fees, bid form fee.

(c) Attested copies of documents mentioned in technical bid check list.

41. Schedule for supply of subject matter of procurement may be issued to successful bidders even on the last day of existing rate contract/ agreement. In such cases the supply shall be made by bidders in due course.

Rajasthan State Ganganagar Sugar Mills Ltd.

GENERAL TERMS & CONDITIONS OF BID 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 there is any doubt about the meaning of any term, condition 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. Bidders are hereby explicitly notified that individuals signing the bid 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 bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST act, prevalent in the Rajasthan state where its business is located, may not be eligible for bid. The GST registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R.
6. The bidder firm shall not assign or sublet its contract or any part thereof to any other agency.
7. The authorized person of the bidder firm should sign at the end of each page of bid document as token of acceptance of all the terms and conditions before uploading it.
8. **Bid security: - Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken.**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of small scale industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with 'Board of Industrial and Financial Reconstruction'; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
 - ii. In lieu of 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

Rajasthan State Ganganagar Sugar Mills Ltd.

managed by the state government and government undertakings of the central government.

- iii. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

The amount of bid security shall be 2% of estimated value of the quantity through demand draft/ banker's cheque in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' payable at Jaipur, should be submitted along with the bid

- v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- ix. 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.
- x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:
 - a) the expiry of validity of bid security;

Rajasthan State Ganganagar Sugar Mills Ltd.

- b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
- c) the cancellation of the procurement process; or
- d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Performance security-

- a) Performance security shall be solicited from all successful bidders except the departments of the state government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The state government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of small scale industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than small scale industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.12.2021, the performance security shall be taken as under: -

- (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
 - (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small-Scale Industries of Rajasthan; and
 - (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR).]
- c) Performance security amount exceeded Rs. 20.00 lacs shall be furnished in any one of the following forms-
 - i) Bank draft or banker's cheque of a scheduled bank;
 - ii) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
 - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case of non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the director-in-charge in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

10. Execution of agreement-

Rajasthan State Ganganagar Sugar Mills Ltd.

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- d) The bidder shall be asked to execute the agreement on a non-judicial stamp.

11. Bid shall be valid:

- a) 90 days from the opening date of technical bids.
- b) Subsequent to acceptance of bid, the rate shall remain valid throughout the contract period or for the period for which bids are invited whichever is higher.

12. Right to vary quantity: If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

13. If the rate contract holder, its affiliates and associates 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 and giving 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.

14. The bids should be submitted along with samples, if required.

15. **Liquidated Damages:**

- (i) If the contractor fails to execute the order/ contract within the period specified in the bid, 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 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

Rajasthan State Ganganagar Sugar Mills Ltd.

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 bid, the director in charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the bidder as liquidated damages with 18% GST 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% + 18% GST
 - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
 - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

Notes:

- (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%.
- (c) When the successful bidder is unable to complete the order/ contract within the specified or extended period, the company shall be entitled to accept supply from the open market without giving any notice to the bidder but at his risk and cost i.e. bidder's account and risk the goods or any part thereof which the bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the bidder. But the bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the bidder under this or any other contract with the company. If recovery is not possible from the bills and the bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.
- (d) If the bidder requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, it 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.
- (e) 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 bidder.

Rajasthan State Ganganagar Sugar Mills Ltd.

16. In the event of breach of the contract at any time on the part of the contractor/ bidder, the contract may be terminated summarily by the director-in charge of the company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. In case of any dispute arising out of any matter related to the bid/ 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.
19. If the bidder resiles from his offer or offers new terms after opening of the bid, its bid security is liable to be forfeited with 18% GST.
20. **Procuring entity's right to accept or reject any or all bids:** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
21. 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.
22. To evaluate the technical aspects of a bid before considering its financial aspect, bids are being invited in two envelopes, namely:
 - a. the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - ii. the financial bid containing financial aspects including the price.
23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable shall be opened and evaluated.

Rajasthan State Ganganagar Sugar Mills Ltd.

CHECK LIST (TECHNICAL BID)

To be filled by the bidder

(Information to be provided along with the bid document & requisite bid security)
Without bid security, the bid shall not be considered for evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	Name of the bidder	_____	
2)	Item for which bid is submitted	_____	
3)	Name of the owner (Enclose verification from respective bank/ partnership deed/ memorandum of articles and association etc.)	_____	
4)	Address: i. Office address, phone no, fax, e-mail ii. Factory address, phone no, fax no, e-mail	_____ _____ _____ _____ _____ _____ _____	
5)	Manufacturer/ bona fide supplier of Flip Caps (Enclose relevant document)		
6)	Factory owned or taken on lease/ rent (Copy of ownership / lease deed registered with competent authority/ rent agreement)		
7)	GSTN (Registration with the Central/ State Tax department) (Enclose copy of certificates of GSTN)		
8)	Latest GST challan/ return (Enclose payment copy of latest challan of last quarter)		
9)	Income Tax Permanent Account Number (Enclose copy of PAN)		
10)	Bid security declaration (On rupees 100/- non-judicial stamp paper duly notarized)		
11)	Affidavit cum annexure 'B' of bid document (On rupees 100/- non-judicial stamp paper duly notarized)		
12)	a) Production Capacity b) Whether work orders of Government autonomous bodies/ private firms under which supply has been made in each year for last two years exceeded to that of offered capacity enclosed.		
13)	Name of users to whom supplies have been made in the last two years (Enclose experience certificate issued by buyer)		
14)	Duly signed and sealed bid document uploaded?		

Rajasthan State Ganganagar Sugar Mills Ltd.

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.

Doc1

Rajasthan State Ganganagar Sugar Mills Ltd.

(To be submitted on non-judicial stamp paper of Rs. 100/-)

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:

Place:

Signature of bidder

Name :

Designation:

Address:

Doc1

(Shall Be Submitted Along With The Bid Security)

Rajasthan State Ganganagar Sugar Mills Ltd.

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.

Doc1

Rajasthan State Ganganagar Sugar Mills Ltd.

(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.

Doc1

Rajasthan State Ganganagar Sugar Mills Ltd.

FORM No. 1
[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....

..... (Supported by an

affidavit)

7. Prayer:

.....

.....

.....

Place

Date

Appellant's Signature

Doc1

Rajasthan State Ganganagar Sugar Mills Ltd.

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 bid 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):
- 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 bid documents, shall not be deemed to be a negotiation.

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'E'

Technical Bid Submission Sheet

NIB. NO. RSGSM/FlipCap/RC/2021-22/ Pur/03

DGM Purchase

RSGSM Ltd.

Jaipur

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bid document. We offer to supply in conformity with the bid document and in accordance with the supply schedule given from time to time for supply of subject matter of procurement.
- 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 bid 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 2.5% 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 bid 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 bid document in this procurement process and in execution of the contract;

Name/ address: _____

In the capacity of _____

Signed _____

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

Date _____

Tel: _____ Fax: _____ e-mail: _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'F'
SR FORM-17

AGREEMENT (See Rule 68)

An agreement made thisday ofbetween (hereinafter called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and **the Rajasthan State Ganganagar Sugar Mills Ltd.** (herein after called "**the RSGSM**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the RSGSM to supply to the_____ of the Rajasthan State Ganganagar Sugar Mills Ltd. at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column_____ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs._____ in _____.
 - (1) Cash/Bank Draft/ Bank Guarantee /Banker Cheque No._____ dated_____.
 - (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
 - (3) National Savings Certificates/ Defense Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
4. Now these Presents witness:
 - (1) In consideration of the payment to be made by the Government through_____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in_____ and _____ thereof in the manner set forth in the conditions of the tender and contract.
 - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No._____ dated_____ 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.
 - (3) Letters Nos._____ received from bidders and letters nos._____ issued by the Government and appended to this agreement shall also form part of this agreement.
 - (4)
 - (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 through_____ pay or cause to be

Rajasthan State Ganganagar Sugar Mills Ltd.

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) The mode of Payment will be as specified below:-

1. _____
2. _____
3. _____

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

a) From to

6. (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the bidder has failed to supply:

S. No.	Items quantity	Delivery period
a)	Delay up to one fourth period of the prescribed delivery period.	2½% + 18% GST
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
d)	Delay exceeding three fourth of the prescribed delivery period.	10% + 18% GST

Note:

(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% + 18% GST

(iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) 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 bidder.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of201.....

Signature of the approved supplier.	Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd. Dy. General Manager (Purchase)
Date:	Date:
Witness No. 1	Witness No. 1
Witness No.2	Witness No.2

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure-H
(on rupees 100 non-judicial stamp duly notarized)

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, declare that:

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

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

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

Dated on day of
Corporate Seal -----

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