

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

Notice Inviting E-Bid

RATE CONTRACT FOR PROCUREMENT OF LABELS

(For One Year)

Single Stage

Two Part Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the Bid)

NIB. NO. RSGSM/Labels/ Open Competitive Bid/2017-18/ Pur/126 Dated 26.02.2018

Download of Bid Form	:	Till 27.03.2018 up to 6.00 PM
Last Date/ Time of upload of the Bid	:	Till 27.03.2018 up to 6.00 PM
Date and time of opening of the Bid	:	On 28.03.2018 at 12.00 Noon
Date and time of opening of the Financial Bid	:	To be intimated through eprocautomated messaging system
Price of Bid Documents	:	Rs. 1180/-
Price of E- Biding process fee	:	Rs. 1000/-

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

NOTICE INVITING BIDS

NIB No. RSGSM/Labels/openCompetitive Bid/2017-18/ Pur/126 Date 26.02.2018

1. Online single stage two part unconditional e-Bids are invited for the procurement of Labels from Manufacturer on F.O.R. basis at Reduction Centers of Rajasthan State Ganganagar Sugar Mills Limited. upto 6.00 PM of 27.03.2018 as listed below :-

S N	Name of Article	Specifications	Type	Quantity in Lacs	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Delivery and Delivery Peri od
1	Labels	180 ML Bottle	40 UP, 50 UP & 60 UP	5400.00	2% of Estimated Value	90 days	Annexure-E
		750 ML Bottle	Non adhesive	20.00			
		750 ML Bottle For	5 UP KK Adhesive	2.80			

2. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered etc.
3. Bidding Document can be seen at website www.rajexcise.gov.in, www.sppp.raj.nic.in Bid form may be seen and downloaded from website www.eproc.rajasthan.gov.in. The price of bidding document may be paid along with bid security and bid processing fee before at the time of submission of the Bid.
4. Instructions for submission of Technical Bid
- As mentioned on technical Bid check list evaluation criteria by bidder should be submitted bid online only. Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of deposit through Demand Draft/ Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference to NIB and warning as: "**BID FOR NIB No. RSGSM/Labels/openCompetitive Bid/2017-18/ Pur/126 for Labels NOT TO BE OPENED BEFORE 28.03.2018 at 10.00AM**" so as to reach the office of the DGM Purchase RSGSM upto 6.00 PM of 27.03.2018, by post or by hand at the office of the DGM Purchase RSGSM.
 - As per required by the bidder, training for online bid process may be given by DOIT&C, Yojna Bhawan. Bidder may contact: E-Procurement cell, Ist 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
 - Bid form & handwritten rates would not be accepted manually.
 - Please read carefully the steps of submitting e-Bid online.
5. E-Bids received after the specified time and date shall not be accepted
6. The Bids shall be opened in the office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 012.00 Noon on 28.03.2018 in the presence of the Bidders or their representatives who wish to be present.
7. RSGSM reserves the right to reject any Bid without assigning any reason thereof.

8. The Bidders shall have to submit a valid GST clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
9. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
10. E-Bid form can be downloaded from the website eproc.rajasthan.gov.in. Bid shall be accepted only online (e-procurement). D. D. for E-Bidding process fee Rs. 1000/- in favour of M.D.RISL Jaipur. Bid form Rs. 1180/- & BID SECURITY drawn in favour of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur before Submission time of Bid. Bid without appropriate 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 eproc.rajasthan.gov.in automated messaging system. This Bid shall be processed through e-procurement portal of Govt. of Rajasthan.

NIB. NO. RSGSM/ Labels/Open Competitive Bid/2017-18/ Pur/126 Dated 26.02.2018

Dy.General Manager(Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006

Tel. No. : 0141-2740841 Fax : 0141-2740676email ID: purchasersgsm@gmail.com

NIB. NO. RSGSM/ Labels/Open Competitive Bid/2017-18/ Pur/126Dated 26.02.2018

E-BID NOTICE

E-Bids are invited from reputed manufacturer for procurement of Labels upto 6.00 PM of 27.03.2018.Details may be seen in the Bidding Document on our website www.rajexcise.gov.in, www.sppp.raj.nic.in. This bid shall be processed through e-procurement portal of Govt. of Rajasthanwww.eproc.rajasthan.gov.in.

Dy.GeneralManager(Purchase)

INTRODUCTION

1.	The number of the Invitation to Bid is	:NIBNo.RSGSM/Labels/openCompetitive Bid/2017-18/ Pur/126
2.	The Procuring Entity is	:Rajasthan State Ganganagar Sugar Mills Ltd.
3.	The Goods to be procured are	:Labels
4.	(i) The price of the Bidding Document	: Rs. 1180/- by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' Payable at Jaipur
	(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	For clarification purposes only, the Procuring Entity's address is	: Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, BhawaniSingh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 email ID : purchasersgsm@gmail.com
6.	The Pre-Bid conference	: No
7.	The language of the Bid is	: English & Hindi
8.	The bidder shall submit with its Bid	:Mentioned at Technical Bid Checklist
9.	The Bid validity period shall be	:90 days from the dead line for submission of Bids
10	Bid Security	: (a) Bid Security Declaration shall be required (b) The amount of Bid Security shall be 2% of Estimated value Bid Security Declaration if required & Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, reached Head office Jaipur, upto 6.00 pm on 27.03.2018.
11	Authorization	:Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.
12	Downloading of Bids	:Upto 6.00 PM on 27.03.2018 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 27.03.2018 on Rajasthan Government's portal www.eproc.rajasthan.gov.in

14	Opening of Bids (a) Technical Bid (Financial Bid)	: :At 12.00 Noon on 28.03.2018on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Board room of RSGSM, 4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur -302006) To be intimated through eprocautomated messaging system
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15. Quantity can be divided among more than one Bidders.

16.The period within which the contract agreement is to be executed 15 days from the date of issue of purchase order and performance Security is to be submitted at the time of aggrement.

17. (a) The Designation and Address of

First Appellate Authority --Board of Directors, RSGSM Ltd., Jaipur

(b) The Designation and Address of

Second Appellate Authority-- AdditionalChief Secretary, Finance Department, secretariat, Jaipur

I/ We(Name of the person)in the capacity of(Designation) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agree to abide by all the 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 : _____

Office Address (with pin code) : _____

: _____

: _____

Factory Address (with pin code) : _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- mail ID : _____

Website if any : _____

Mobile : _____

Statuary Details

GSTIN : _____

Income Tax PAN : _____

Central Excise Registration No. : _____

Bid Security DD/BC No. & Amount : _____

Name of Bankers of the Bidder : _____

Bank NEFT/RTGS No. : _____

Bank Account no. : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

(Please Fill above details and attach sheets where-ever necessary and strike out whichever is not applicable)

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

Rajasthan State Ganganagar Sugar Mills Limited

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

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

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	बिड शुल्क	1180/-	डिमाण्ड ड्राफ्ट	RSGSM, Ltd. Jaipur
2	बोली प्रतिभूति राशि	2% of Estimated Value	डिमाण्ड ड्राफ्ट*	RSGSM, Ltd. Jaipur
3	ई-बिड प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur

*बोली प्रतिभूति राशि 10.00 लाख से अधिक होने की स्थिति में रूपये 10.00 लाख से अधिक बोली प्रतिभूति राशि बैंक ड्राफ्ट/बैंक गारन्टी द्वारा जमा कराई जा सकती है। उपरोक्त राशि बिडर्स द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक **27.03.2018** को सांय **6.00** बजे तक जमा कराना आवश्यक है।

2. बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर्स 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 बिडर्स हेतु निर्देश
 - अ. बिड में भाग लेने वाले बिडर्स को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन 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। बिडर्स उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर्सके पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - ब. बिडर्सको बिड दस्तावेज इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
 - स. इलेक्ट्रॉनिक बिड दस्तावेजों को जमा कराने से पूर्व बिडर्स यह सुनिश्चित कर लेवे कि बिड दस्तावेजों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड दस्तावेजों के साथ अटैच कर दी गयी है।
 - द. कोई भी बिड इलेक्ट्रॉनिकी फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
 - य. बिड दस्तावेजों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाइन दर्ज करें।
 - र. ऑन लाइन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

Rajasthan Stage Ganganagar Sugar Mills Limited
4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur – 302006
Special Terms and Conditions for Bid for Non Adhesive/Adhesive Labels

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. Specification for Non Adhesive Labels:

A) Rose, Plain, ENA, 40UP, 50UP, 60UP

The Non Adhesive Labels shall be made from Indian Chromo Art paper of 75 GSM for bottles required to pack country liquor printed with Multicolored Printing (As per Design) with the following characteristic :-

- | | |
|-------------------------------|---|
| i) Sizes | Size For Glass Bottles & Glass/PET Nips |
| a) Labels For Nips (180 ml) | :60mm(length) x 40mm (width) |
| b) Labels For Quarts (750 ml) | :110mm(length) x 80mm (width) |
| ii) Thickness | :75 GSM |

B) Material Non Adhesive Labels: The Labels shall be made from 75 GSM Indian Chromo Art Paper and shall be given in individual form of each size.

C) The Labels shall be printed in various designs (Rose, Plain, ENA, 50UP, 60UP, 40UP) as given by Company and/or any other design as finalized by the RSGSM from time to time.

2. Specification for Adhesive Labels:

A) 5 UP KK

The Adhesive Labels shall be made from Indian Chromo Art paper of 103 GSM for bottles required to pack country liquor printed with Multicolored Printing (As per Design) with the following characteristic :-

- | | |
|----------------------------|---------------------------------|
| i) Sizes | Size For Glass Bottles |
| Labels for Quarts (750 ml) | : 110mm (length) x 80mm (width) |
| ii) Thickness | : 103 GSM |

B) Material Adhesive Labels: The Labels shall be made from 103 GSM Indian Chromo Art Paper and shall be given in individual form of each size.

C) The Labels shall be printed in various designs (5 UP KK) as given by Company and/or any other design as finalized by the RSGSM from time to time.

3. As per excise policy statutory warning should be printed on 1/8 part of the each label bottom side in hindi " मदिरा सेवन स्वास्थ्य के लिये हानिकारक है" and in English "liquor is injurious to health".

4. The paper used should be white and should be able to withstand transportation and storage wear and tear the printing should be such that it should not be damaged or rendered unreadable by coming into contact with water, spirit or Liquor. The adhesive / Non adhesive Labels shall be used on automatic Labeling Machines and should be able to withstand the process and speed of the machine.

5. Packing : The labels shall be packed in 50000 nos shall be packed in a corrugated box containing packs of 500 pcs duly wrapped in craft paper with requisite label mentioning the Nos and weight of the packet. The carton used should be of minimum 5 ply and should be clearly marked with the following data :

- (i) Label size and Print (One label shall be stuck on the outside of the Carton)
- (ii) Work Order No. and Date.
- (iii) Date and shift of Production.
- (iv) Checkers and Operator Name.
- (v) Carton No.

Each approved Carton shall be closed with BOPP tapes on the top and bottom sides.

P.N. : In case the quantity found is less than the quantity mentioned, a penalty deduction of 10% + GST shall be made from the entire lot apart from deduction of the less quantity found.

6. Deduction in case of variation in Specification beyond permissible limits :

If variation found in quality of Label, deductions shall be made of bill value as under :-

- | | |
|---|-----------|
| (i) Variation in the min. required GSM (upto 100.5 but below 103) | 5 % + GST |
| (ii) Variation in the min. required GSM (upto 72 but below 75) | 5 % + GST |
| (iii) Variation in the min. required Size (upto 5%) | 5 % + GST |
| (iv) Minor Printing Defect such (The printing Defect should be minor
it should not render the contents unreadable) | 5 % + GST |

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.

7. Testing of Label : The random sample out of each lot shall be taken and necessary testing for the required GSM and quality of paper shall be done at RSGSM Laboratory at Jhotwara/Government authorized 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 labels 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.
8. After testing of sample if it is found that sample does not conform the specifications given in Bid document at more than three occasions under this contract, in that case Security Deposit will be forfeited with 18% GST and contract will invariably be terminated without any hearing or giving notice.
9. The rate will be offered on the basis of rate contract provisions of RTPP ACT, 2012 and RTPP ACT, 2013.
10. 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 them 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.
11. Payment : 100% payment shall be made from Head Office on receipt of material, against verified bills from Reduction Center concerned & after receipt of satisfactory test report from RSGSM Labortary at Jhotwara. regarding the quality of the paper and GSM. Size and printing report shall be reported invariable by reduction center. If there is any variation in the quality of Label beyond permissible limits, goods shall be rejected on suppliers expenses
12. 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 of Liquidated Damages.

13. The supplier shall have to strictly adhere to monthly supply schedule in case of not maintaining supply as per monthly schedule and shortage of material and material may be procured from any source at any point of time on the risk and cost of the supplier under clause 19 {Note (c)}
14. The supplier shall ensure commencement of supplies within 7 days of placement of order.
15. Quantity & Estimated value of Bid: The quantity of 5400.00 Lac pcs. Nips labels, 20.00 lacs pcs. of bottles labels of 40 UP, 50 UP, 60 UP and 2.80 lacs of KK Bottles labels mentioned in the Bid notice is approximate and tentative, it is subject to variation as per Rajasthan Government directives and policies. The Quantity of the sizes are subject to inter change upto Bided quantity. The management reserves the right to change the specification, size, design and quantity anytime during the contract and in case of any major change the Management reserves the right to call for a fresh Quotation/Bid as decided anytime during the contract. Estimated value of Bid is taken for 20.00 lacs label for bottle Rs.72/- per thousand including GST, for 5400.00 lacs labels for 180 ML nips Rs.16 per thousand including GST and, for 2.80 lacs labels for 750 ML Bottles of KKR Rs.1000 per thousand including GST thus total estimated value is Rs.90.64 Lacs.
16. The Bidder should offer a minimum quantity 50% of Bided quantity less than offered quantity 50% shall not be considered and the Bid shall be liable for rejection.
17. 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.
18. 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.
19. Any duty, taxes etc. paid at the time of purchase shall be refunded to us in the event of the sum being held to be not payable.
20. Bidders shall ensure standard GSM of the Labels as per the given specification.
21. No counter condition shall be accepted.
22. Separate Rate should be quoted for each Size of Labels FOR all Reduction Center/warehouses situated in Rajasthan.
23. Bid security- Bid security shall be 2% of the estimated value of offered quantity. 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. 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 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 cash, a banker's cheque or demand draft.

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 with 18% GST in the following cases, namely:-

- (i) when the bidder withdraws or modifies its bid after opening of bids;
- (ii) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- (iii) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
- (iv) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and

(v) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

कुल बिड मात्रा अनुसार राशि रूपये 90.64 लाख बिड लागत का आकलन किया गया है। उक्त आधार पर ऑफर मात्रा मूल्य की 2 प्रतिशत बोली प्रतिभूति राशि के आधार पर सम्पूर्ण बिड मात्रा पर बोली प्रतिभूति राशि रूपये 1,81,280 बनती है। बिड की कुल मात्रा की न्यूनतम 50 प्रतिशत मात्रा लेबल्स आपूर्ति हेतु ऑफर की जानी है। बिडर्स द्वारा ऑफर मात्रा के मूल्य की 2 प्रतिशत अथवा बिड शर्तों में वर्णित अनुसार बोली प्रतिभूति राशि (Bid Security) जमा कराई जानी है।

स्पष्ट किया जाता है कि बिडर द्वारा बिड की बोली प्रतिभूति राशि (Bid Security) जमा कराई जावें। उक्तानुसार जमा अमानत राशि के आधार पर बिड के ऑन-लाईन स्वीकार नही होने की स्थिति में बोली प्रतिभूति राशि राशि के कॉलम में रूपये 1,81,280 वर्णित करें तथा उक्तानुसार गणना करते हुये बिड शर्तों में वर्णित अनुसार वास्तविक बोली प्रतिभूति राशि का डी.डी./ बैंक गारन्टी की स्केन प्रति बिड दस्तावेजों के साथ संलग्न करें।

24. Performance security.-The amount of performance security shall be 5% of the amount of supply order 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. Performance security shall be furnished at the time of agreement in any one of the following forms-
 - (a) Bank Draft or Banker's Cheque of a scheduled bank;
This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited with 18% GST in full or in part. Decision of the Director Incharge 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.
25. All the Bidders shall have to make printing blocks/ cylinders for all the Sizes of Labels. The RSGSM is at liberty to issue orders of any Reduction Centers per requirement any time during the contract. No additional charges for making printing Blocks/cylinders shall be given.
26. Bids with conditions other than that stipulated in the Bid Document is liable for rejection.
27. The rates quoted shall remain constant throughout the contract period.
28. Any increase or decrease in the prevailing Government taxes, duties or levies shall be given as per the Bid conditions.
29. All the columns of the Schedule of Rate are to be filled by the Bidder .
30. Inspection:-RSGSM Ltd., will carryout inspection of the factory/ works of the Bidder / supplier before or during the supply contract without prior intimation. If the factory is found unfunctional or the details of the plant & machinery are found otherwise, than as mentioned in the Bid, his BID SECURITY / Security deposit shall be forfeited with 18% GST and purchase order shall be cancelled.
31. Management reserves the right to reject the Bid of suppliers whose report have 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 found manufacturing illicit Labels of RSGSM print is liable for legal action by the Company.
32. 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 specification stipulated in the Bid conditions the Bidders shall be given further orders.
33. Rejected labels shall be punched to make it unusable in future.
34. Model sample shall be supplied by party which shall be sent to all Reduction Center after approval of Head Office.
35. Supply of Labels will be taken in different colours like black, red, navy blue and such other colour font & design of print may also be changed on 02 month basis as per instructions given in supply schedule. RSGSM shall not pay any extra amount on above supply.
36. Bidder should enclose certified copy of all the required document as per checklist enclosed with Bid form.
37. The Bidder would necessarily enclose copy of permanent registration as MSME Unit from the competent authority. If applicable
38. Bidders shall have to provide an affidavit clearly stating that Labels being supplied to RSGSM shall not be provided to any Company/person/etc. If at any stage it is found that such Labels

have been given to anybody other than RSGSM the supplier shall be charged for breach of contract and shall be liable for penalty with 18% GST as provided by law.

39. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item at Reduction Center or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected Labels 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.
40. Period – The period of rate contract shall be one year and it can be extended for 3 more months as per RTPP Act 2012 and Rules 2013
41. Repeat Order: Company reserve to right to increase the Bid quantity up to 50% on the same rate, terms & condition.
42. Penalty: Penalty for unsupplied quantity against supply schedules shall be 10% of total value of unsupplied quantity.
43. 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 with 18% GST.
44. Technical bid must be uploaded separately & Financial Bid (Offered quantity & rate) shall be uploaded separately.
45. The Financial Bid of 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.
46. Bidder should enclose certified copy of all the required document as per checklist enclosed with Bid form.
47. Bidder should enclose certificate of MSME online showing specifying categories of his industry viz micro, small, medium etc online.
48. 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.
49. Execution of agreement.- The bidder shall execute the agreement on a nonjudicial stamp paper value of 0.25 of bid cost or value set forth in such contract subject to maximum of Rs.15000/- as prescribed by GOR.
50. The Special Terms & Conditions shall prevail upon where ever the same are in Contradiction with the General Terms & Conditions. In case of dispute regarding interpretation of any terms and conditions in the Bid Document the same should be got clarified by the Bidder before submitting the Bid. At any stage of 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 document etc. After submitting the Bid Document unless called for by written fax shall not be entertained.
51. Digitally signed Scanned copy of Bid documents, DD of Rs. 1180/- including GST of Bid document, DD of Rs. 1000/- for E-Bidding process fees, DD of earnest money and other relevant documents shall be uploaded separately envelope and BOQ (offered quantity and rate) shall be uploaded separately in Online-Bid (E-procurement).

52. 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
53. Technical bid shall be uploaded with below mention documents :-
(a) Scanned copy of Bid Document
(b) Scanned copy of D.D. of E.M.D, Processing fees, Bid form fee
(c) Attested copy of documents mentioned in Technical Bid Check List

Rajasthan State Ganganagar Sugar Mills Limited

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 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. Bid should be filled with ink. Bid filled by pencil or otherwise shall not be considered. No addition and alteration should be made in the Bid, no over writings should be done. Corrections, if any should be done clearly and should be initialed.
3. Bid must be submitted in properly sealed envelope according to the directions given in the Bid notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of Bid and name of bidder.
4. Bidders are hereby explicitly warned 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.
5. Only such Bidders who are Manufacturer into the goods for which they Bid shall be eligible.
6. Bidder, who is not registered under the Goods And Service Tax Act (GST), prevalent in the State where his business is located, may not be eligible for Bid. 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 Bid 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 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 excise duty or any other tax imposed by Central Government or State Government after the due date of the Bid will be paid extra. Similarly, any reduction in the excise duty or any other tax after the due date of Bid 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.

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. 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 Bid.
13. BID SHALL BE VALID
 - (a) 90 days from the dead line for submission of Bids.
 - (b) After a Bid has been accepted, the rate shall remain valid throughout the contract Period or for the period for which Bids are invited whichever is higher.
14. 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.
15. The Bids should be submitted along with samples, if required.
16. The time specified for supply of Labels 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
17.
 - (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/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 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 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% + 18% GST.

- (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 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.
 - (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.
18. When the Performance security in full or in part is proposed to be forfeited with 18% GST, 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.
19. 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.
20. 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.
21. Remittance charges on payment made to firms except through cheque will be borne by the supplier unless specifically agreed by the Company.
22. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
23. Direct or indirect canvassing on the part of bidders or their representatives will disqualify them.
24. 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.
- 25.
- (i) The company reserves the right to accept any Bid not necessarily the

lowest any Bid without assigning any reason and accept any Bid for all or anyone or more of the goods for which the Bid has been given.

(ii) If the bidder resiles from his offer or offers new terms after opening of the Bid, his earnest money (Bid Security) is liable to be forfeited with 18% GST.

(iii) The submission of more than one Bid and under different names is prohibited.

(iv) Any relationship or business connection that may exist between 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.

26. Specifications (if any) of the items for which Bids 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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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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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

(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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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

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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 100% 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.

List of Reduction centre ofRSGSM
Year 2017-18
(Validity 12 Months from the date of issue of purchase order)
Annexure -E

S. No	<u>Name ofReduction centre</u>
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.	Sawaimadhampur
13	Alwar
14.	Dholpur
15.	Kota
16.	Bundicity
17.	Baran
18.	Sriganganagar
19.	Hanumangarh
20.	Khara, (Bikaner)

Manufacturer's Authorisation (In case of procurement valuing more than Rupees 10 lakh)

Manufacturer's Authorization

NIB. NO. RSGSM/Labels/ Open Competitive Bid/2017-18/ Pur/126Dated: 26.02.2018

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

WHEREAS

We, who are official Manufacturers of Labels having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide Labels 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 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 authorized to sign the Authorization for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

(Shall be submitted along with the Bid Security)

Declaration by the Bidder

In relation to my/our Bid submitted to RSGSM for procurement of Labels in response to their Notice Inviting Bids NIB No. Pur/RSGSM/Labels/openBid/2017-18/ Pur/126 Dated 26.02.2018

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 DGM Purchase, RSGSM.
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 :

(Shall be submitted along with the Bid Security)

Technical Bid Submission Sheet

NIB. NO. RSGSM/Labels/ Open Competitive Bid/2017-18/ Pur/126Dated:26.02.2018

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 Labels.
- (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 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 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;

Name/ address: _____
In the capacity of : _____
Signed : _____
Duly authorized to sign the Bid for and on behalf of _____
Date _____
Tel: _____ Fax: _____ e-mail: _____

(Shall be submitted along with the Bid Security)

RATE CONTRACT AGREEMENT

This Agreement is made on the __ day of _____ 2018 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**') –
FIRSTPARTY **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.

1. The RSGSM had called Bids of Rate contract for supply of Labels on _____ The Financial Bid of which was opened on _____. The Bid was approved by the RSGSM vide their Purchase Order No. _____ dated _____
2. That the duration of this contract shall be one year from _____ to _____. RSGSM reserves the right to increase the period of rate contract three months more upto 15 months on same rate, terms & conditions & further extend the duration upto _____ as per requirement of RSGSM. Supply schedule may be issued in aforesaid period.
3. The conditions of the Bid and contract for open Bid enclosed to the NIB. NO. RSGSM/Labels/ Open Competitive Bid/2017-18/ Pur/126 dated 26.02.2018 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.
4. Purchases Order No. _____ dated _____ issued by the RSGSM and appended to this agreement shall also form part of this agreement.
5. (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 cash 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) The mode of Payment will be as specified below:-
100% payment shall be made from Head Office on receipt of material, against verified bills from Reduction Center concerned & after receipt of satisfactory test report from RSGSM Labotary at Jhotwara. regarding the quality of the paper and GSM. Size and printing report shall be reported invariable by Reduction Center. If there is any variation in the quality of Label beyond permissible limits, goods shall be rejected on suppliers expenses
6. The Bidders 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 the same shall be debited to the Bid.
7. 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.

8. The Bidders shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the respective reduction centre as per orders placed to them.
9. (i) Should The contractor fail to execute the order/contract within the period specified in the Bid form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have arisen 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 Incharge 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 Bid Form/ Supply Schedule. The Director Incharge 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. $2\frac{1}{2}\% + 18\%$ GST
- (b) Delay exceeding one fourth but not exceeding half of the $5\% + 18\%$ GST prescribed delivery period.
- (c) Delay exceeding one Half but not exceeding three $7\frac{1}{2}\% + 18\%$ GST fourth of the prescribed delivery period.
- (d) Delay exceeding three fourth of the prescribed delivery $10\% + 18\%$ GST period.
- 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 $10\% + 18\%$ GST
- (iii) 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 and get the work done from the open market without 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 Bidders 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 Bidders shall not be entitled to any gain on such purchase made against default. The recovery of such loss or 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 contractor 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.
- (iv) 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.
- (v) 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.
10. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item at Reduction Center or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected Labels can be

deform(विकृतकरना) 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.

11. Arbitration Clause. :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.
12. The venue of the arbitration shall be Jaipur only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be JAIPUR only.
13. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Bidderhave here unto set and subscribed their respective signatures in the presence of following witnesses:-
For M/s_____ Dy.General Manager (Purchase)
Authorized Signatory RSGSM, Jaipur

Witness

Witness

1._____

1._____

2._____

2._____

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

TECHNICAL BID CHECK LIST

(Information to be provided along with the Bid Documents & requisite BID SECURITY without Bid security the Bid shall not be considered for evaluation)

SN	Particulars	Details to be filled
1.	Name of the Manufacturer Firm	
2.	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	
3.	Manufacturer (Enclose copy of Factory License)	
4.	Whether Registered with the Industries Department (Enclose Copy of Permanent MSME Unit Certificate or equivalent)	
5.	Factory owned or taken on lease (Copy of Ownership / Lease Deed / Rent Agreement 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 GST (Enclose Copy of Certificates and GSTIN)	
8.	GST clearance certificate from the concerning commercial taxes officer (Enclose copy of Latest Certificate)	
9.	Latest GST challan/Copy of Return (Enclose copy of latest GST Challan /Return)	
10.	Income Tax Permanent Account No. (Enclose copy of PAN No.)	
11.	BID SECURITY Submitted as per offered quantity (Mention Details)	
12.	Affidavit as per clause 11 of General Terms & Condition of Bid and contract (On Rs 100/- non judicial stamp Paper duly	

	Notarized)	
13.	Certificate of MSME Unit if MSME as per special condition no. 48	
14.	List of Plant and Machinery Installed (Enclose copy of relevant Invoices)	
15.	Production Capacity of unit	<p>.....Per Month</p> <p>.....Per Year</p>
16.	Capacity supply to goods for present Bid (Provide Evidence whether as per the minimum requirement of Bid conditions)	<p>Per Month Minimum</p> <p>Per Month Maximum</p>

Please Note :

1. All the Copies Submitted should be duly attested/Certified by a Gazetted Officer/Notary public / Oath Commissioner/Self Attested)
2. If required documents not submitted then mention the reason of non submission of documents

FOR MANUFACTURING OF LABELS

LIST OF MACHINERIES

1. MULTI COLOUR OFFSET PRINTING MACHINE
2. PAPER CUTTING MACHINE
3. ANY OTHER MACHINERY REQUIRED FOR MANUFACTURING OF LABELS

(All machineries should be in the factory premises in working condition. The Bidder shall not assign or sublet his contract or any part thereof to any other agency)