

**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 Bid**

**RATE CONTRACT FOR PROCUREMENT OF LABELS**

**(For Three Months)**

**Single Stage**

**Two Part Bid**

**Part I**

**TECHNICAL BID**

**(To be submitted duly filled along with the Bid)**

**NIB. NO. RSGSM/Labels/ OCB/2019-20/ Pur/02**

**Dated 04.06.2019**

Pre-Bid Meeting	: On 07.06.2019 at 12.00 PM
Bid Submission Start Date & Time	: From 10.06.2019 at 03.00 PM
Last Date/ Time of Download of Bid Form	: Till 13.06.2019 up to 6.00 PM
Last Date/ Time of Submission of the Bid	: Till 13.06.2019 up to 6.00 PM
Date and time of opening of the Bid	: On 14.06.2019 at 12.00 Noon
Date and time of opening of the Financial Bid	: To be intimated Separately
Price of Bid Document	: Rs. 1180/-
Price Of E- Bidding Process Fee	: Rs. 1000/-

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -06

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

## NOTICE INVITING BIDS

NIB No. RSGSM/Labels/OCB/2019-20/ Pur/02

Date 04.06.2019

1. Online single stage two part unconditional Bids are invited for the procurement of Labels from Manufacturer on F.O.R. basis at Reduction Center Jhotwara (Jaipur) of Rajasthan State Ganganagar Sugar Mills Limited. upto 6.00 PM of 13.06.2019 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
1	Labels	180 ML Bottle	Adhesive Non Adhesive	35.00 82.00	2% of Estimated Value	90 days	Jhotwara (Jaipur)

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

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

क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://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। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिड दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।

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 स्केन 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 ऑन लाइन दर्ज करें।

च 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।

छ बिडर, यदि आवश्यक हो तो, ऑनलाइन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।

## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

ज बिड में सभी संशोधन बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://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 केवल बिड दस्तावेज शुल्क, बिड प्रसंस्करण शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड दस्तावेज में चाहे गये मूल शपथ पत्र (एनेक्सर बी) एवं सामान्य शर्त संख्या 7 के अनुसार शपथ पत्र बिड प्रस्तुत करने की अन्तिम दिनांक एवं समय से पूर्व आरएसजीएसएम, मुख्यालय, जयपुर में ऑफलाईन प्रस्तुत किया जाना आवश्यक है। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही 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](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को अयोग्य घोषित किया जा सकेगा।

**Dy. General Manager (Purchase)**

# **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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

**Tel. No. : 0141-2740841 Fax : 0141-2740676 Email ID: [purchasersgsm@gmail.com](mailto:purchasersgsm@gmail.com)**

NIB. NO. RSGSM/ Labels/OCB/2019-20/ Pur/02

Dated 04.06.2019

## **E-BID NOTICE**

Online Bids are invited from reputed manufacturer for procurement of Labels (Adhesive and Non Adhesive) up to 6.00 PM of 13.06.2019. Details may be seen in the Bidding Document on our website <http://rajexcise.gov.in/> <http://sppp.rajasthan.gov.in>. This bid shall be processed through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Further updates about the bidding will be available only on <http://eproc.rajasthan.gov.in> therefore interested bidders are advised to visit above website regularly for updates.

Dy. General Manager (Purchase)

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

<b><u>Instructions to bidders:</u></b>		
1.	NIB No.	<b>RSGSM/ Labels/OCB/2019-20/ Pur/2</b>
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	<b>Labels (Adhesive &amp; Non Adhesive)</b> , The period of rate contract shall be <b>3 months</b> from the date of issue of purchase order. In case it is not possible to conclude the new rate contracts due to unavoidable reasons, the existing rate contracts may be extended on same price, terms and conditions for a period not exceeding <b>2 months</b> .
4.	(i) The price of the Bidding 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.
	(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 (For <b>clarification purposes</b> only)	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email Id : <a href="mailto:purchasersgsm@gmail.com">purchasersgsm@gmail.com</a>
6.	The Pre-Bid Meeting	On <b>07.06.2019 at 12.00 PM</b>
7.	The language of the Bid is	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 dead line for submission of Bids
10.	Bid Security	(a) Either Bid Security Declaration shall be required. (b) Or the amount of Bid Security shall be 2 % of Estimated value of <b>maximum offered</b> quantity through Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, should reach at Head office, Jaipur up to 6.00 PM on <b>13.06.2019</b> .
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
12.	Downloading of Bids	From Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 6.00 PM on <b>13.06.2019</b> .

## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

13.	Submission of Bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Up to 6.00 PM on <b>13.06.2019</b> . 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 12.00 Noon on <b>14.06.2019</b> (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )
	(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	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.	<i>Appellate Authority</i>	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 : \_\_\_\_\_

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Residence : \_\_\_\_\_

Factory : \_\_\_\_\_

Fax (with STD Code) : \_\_\_\_\_

E- Mail ID : \_\_\_\_\_

Mobile : \_\_\_\_\_

Website if any : \_\_\_\_\_

## Statuary Details

GSTIN : \_\_\_\_\_

PAN : \_\_\_\_\_

Bid Processing Fee DD/BC No. & Amount : \_\_\_\_\_

Bid Fee DD/BC No. & Amount : \_\_\_\_\_

Bid Security DD/BC No. & 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 wherever necessary and strike out whichever is not applicable)

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

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## Special Terms and Conditions for Bid

**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 Labels:

A) Non Adhesive Label (GSM Royal) :

- i) Size : 7 cm x 7.5 cm
- ii) Paper : Maphlito or Cromo
- iii) Multicolour Printing with full UV

B) Adhesive Label (GSM Royal) :

- i) Size : 7 cm x 7.5 cm
- ii) Paper : 100 GSM
- iii) Paper : Cromo Gumming Sheets
- iv) Multicolour Printing with full UV with half Cutting

C) Brand name is "GSM Royal" may be changed as and when required.

D) Design may be changed as and when required.

2. As per excise policy statutory warning should be printed on 1/8 part of the each label bottom side as below in minimum font of 1.5 MM: -

In English	In Hindi
Consumption of Liquor is injurious to Health	मदिरा सेवन स्वास्थ्य के लिए हानिकारक है
Be Safe-Don't Drink and Drive	सुरक्षित रहें - पीकर ड्राइव न करें।

3. 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 Labels shall be used on automatic Labeling Machines and should be able to withstand the process and speed of the machine.

4. 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.

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



## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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.

6. **Testing :-**

- i. The sample of subject matter of procurement from every consignment will be got tested from 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.
  - ii. The company may get tested the sample of subject matter of procurement from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories).
  - iii. 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.
7. The rate will be offered on the basis of rate contract provisions of RTPP ACT, 2012 and RTPP ACT, 2013.
8. 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.
9. 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 Laboratory 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
10. 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 15 {Note (c)}
11. The supplier shall ensure commencement of supplies within 7 days of placement of order.
12. Quantity & Estimated value of Bid: The quantity of 117.00 Lac pcs. 180 ML Nips labels (Adhesive 35.00 Lakhs No's @ Rs. 0.25/ No's with GST & Non-adhesive 82.00 Lakhs No's @ Rs. 0.05/ No's with GST) of 25 UP IMFL 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 up to Bided quantity.
13. 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.

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14. Bid security—कुल बिड मात्रा अनुसार रूपये 12.85 लाख अनुमानित धनराशि 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 25,700 बनती है। बिडर द्वारा ऑफर मात्रा के मूल्य (अनुमानित मूल्य पर गणना की जाकर) की 2 प्रतिशत बोली प्रतिभूति राशि जमा कराई जानी है। उक्तानुसार जमा बोली प्रतिभूतिराशि के आधार पर बिड के ऑन-लाईन स्वीकार नही होने की स्थिति में बोली प्रतिभूति राशि के कॉलम में रूपये 25,700 वर्णित करें तथा उक्तानुसार गणना करते हुये बिड शर्तों में वर्णित अनुसार वास्तविक बोली प्रतिभूति राशि का डी.डी./बी.सी./बैंक गारन्टी की स्केन प्रति बिड प्रपत्र के साथ संलग्न करें।
15. The Bidder should offer a 100% quantity of Bid quantity less than offered quantity 100% shall not be considered and the Bid shall be liable for rejection.
16. 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.
17. 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.
18. Bidder shall ensure standard GSM of the Labels as per the given specification.
19. No counter condition shall be accepted.
20. All the Bidders shall have to make printing blocks/ cylinders for 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.
21. Bids with conditions other than that stipulated in the Bid Document is liable for rejection.
22. The rates quoted shall remain constant throughout the contract period.
23. Any increase or decrease in the prevailing Government taxes, duties or levies shall be given as per the Bid conditions.
24. All the columns of the Schedule of Rate are to be filled by the Bidder.
25. Inspection:-RSGSM Ltd., will carry out 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 Security deposit shall be forfeited with 18% GST and purchase order shall be cancelled.
26. 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.
27. 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 Bidder shall be given further orders.
28. Rejected labels shall be punched to make it unusable in future.
29. Model sample shall be supplied by party which shall be sent to Jhotwara (Jaipur) Reduction Center after approval of Head Office.
30. Supply of Labels will be taken in different colours like black, red, navy blue and such other colour front & design of print may also be changed on 02 months basis as per instructions given in supply schedule. RSGSM shall not pay any extra amount on above supply.
31. Bidder should enclose certified copy of all the required document as per checklist enclosed with Bid form.
32. The Bidder would necessarily enclose copy of permanent registration as MSME Unit from the competent authority. If applicable
33. Bidder 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.

## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

34. 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 (विकृत करना) and same may be given to supplier. If the supplier would not taken the rejected goods within 15 days then company is free to destroyed the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
35. Period – The period of rate contract shall be three months and it can be extended for 2 more months as per RTPP Act 2012 and Rules 2013
36. Repeat Order :Company reserve to right to increase the Bid quantity up to 50% on the same rate, terms & condition.
37. Penalty: Penalty for unsupplied quantity against supply schedules shall be 10% of total value of unsupplied quantity.
38. 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.
39. Technical bid must be submitted separately & Financial Bid (Offered quantity & rate) shall be uploaded separately.
40. Bidder should enclose certified copy of all the required document as per check list enclosed with Bid form.
41. Bidder should enclosed certificate of MSME online showing specifying categories of his industry viz micro, small, medium etc online.
42. Financial Evaluation: In evaluation the rate of individual type of labels (Adhesive/ Non-Adhesive) shall be taken individually (Excluding GST) for determination of L1 (Item wise)
43. **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.

उपापन हेतु समस्त परिमाण उस बोली लगाने वाले से उपाप्त किये जायेंगे जिसकी (एल-1 बिडर) बोली स्वीकार की गयी है। यदि एल-1 बिडर, जिसकी बोली स्वीकार की गयी हैं, द्वारा प्रस्तावित परिमाण मात्रा उपापन संस्था (आरएसजीएसएम) की बिड में दर्शाई अनुमानित मात्रा से कम रहती है तो उस स्थिति में ही द्वितीय निम्नतम बोली लगाने वाले या उसी क्रम में और भी बोली लगाने वालों को शेष मात्रा कय हेतु प्रति प्रस्ताव उस सीमा तक दिया जावेगा जबकि बिड की अनुमानित मात्रा की आपूर्ति सुनिश्चित हो जाती है।
44. 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.
45. 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

## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

inclusion of any document etc. After submitting the Bid Document unless called for by written fax shall not be entertained.

46. 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
47. Technical bid shall be submitted with below mention documents: -
  - (a) Copy of Bid Document.
  - (b) D.D. of Bid Security and Bid form fee.
  - (c) Attested copy of documents mentioned in Technical Bid Check List.

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## GENERAL TERMS & CONDITIONS

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 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 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.
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, his bid may be rejected.
5. Rates quoted must be inclusive of all charges etc. but excluding tax whichever applicable on ENA, which shall be added at the prevailing rates. The rates quoted must be F.O.R. Distillery/ Warehouses of reduction centers.
6. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The Bidder should Sign and upload Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid along with an undertaking on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document and undertaking on Rs. 100/- non judicial stamp paper duly notarized as per annexure B. In absence of this bid shall not be considered.
8. **Bid security-**
  - 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,

## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

Registered Societies, Cooperative Societies which are owned or controlled or 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.
- v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft, 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;
  - 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.

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## **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 5% (five percent), or as may be specified in the bidding documents, 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 1% 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.
- c) Performance security more than Rs.10.00 Lac shall be furnished in any one of the following forms-
  - i) Bank Draft or Banker's Cheque of a scheduled bank;
  - ii) 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 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-**

- 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.

## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

- d) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value 0.25% of the contract amount or value set forth in such contract subject to maximum 15000/- at its cost.

11. Bid shall be valid

- a. 90 days from the dead line for submission of 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 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.

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 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



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- 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 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.
16. 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.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city Rajasthan 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, his 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.

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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. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
  - (i) 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.

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## **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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# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## 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:

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# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

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

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# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

(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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# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

FORM No. 1

[See rule 83]

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

Appeal No ..... of .....

Before the ..... (First / Second Appellate Authority)

**1. Particulars of appellant:**

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

**6.** ..... Grounds ..... of ..... appeal:

.....  
.....  
..... (Supported by an affidavit)

**7.** ..... Prayer:

.....  
.....

Place .....

Date .....

Appellant's Signature

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# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## 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.



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Annexure 'E'

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

## Manufacturer's Authorization

NIB. NO. RSGSM/Labels/ OCB/2019-20/ Pur/02

Dated: 04.06.2019

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 or arising in design, materials and workmanship, under normal use, with respect to the Goods offered by us in reply to this Invitation for Bids.

Name \_\_\_\_\_

In the capacity of : \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail \_\_\_\_\_

Date \_\_\_\_\_

( Shall be submitted along with the Bid Security )

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Annexure 'F'

## 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/OCB/2019-20/ Pur/02 Dated 04.06.2019

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 )

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Annexure 'G'

## Technical Bid Submission Sheet

NIB. NO. RSGSM/Labels/ OCB/2019-20/ Pur/02

Dated:04.06.2019

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 )

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Annexure 'H'  
SR FORM-17

## AGREEMENT (See Rule 68)

An agreement made this .....day of .....between ..... (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/Defence 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 tenderer 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 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 .....

## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

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 of .....201.....

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

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

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**  
**CHECK LIST (TECHNICAL BID)**

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

<b>SN</b>	<b>Particulars</b>	<b>Details to be filled</b>
1.	<b>Name of the Manufacturer Firm</b>	
2.	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	
3.	<b>Manufacturer</b> (Enclose copy of Factory License)	
4.	<b>Whether Registered with the Industries Department</b> (Enclose Copy of Permanent MSME Unit Certificate or equivalent)	
5.	<b>Factory owned or taken on lease</b> (Copy of Ownership / Lease Deed / Rent Agreement registered with competent authority)	
6.	<b>Power Connection</b> (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)	
7.	<b>Registration with the GST</b> (Enclose Copy of Certificates and GSTIN)	
8.	<b>GST clearance certificate from the concerning commercial taxes officer</b> (Enclose copy of Latest Certificate)	
9.	<b>Latest GST challan/Copy of Return</b> (Enclose copy of latest GST Challan /Return)	
10.	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)	
11.	<b>Bid Security submitted as per offered quantity</b> (Mention Details)	
12.	<b>1) Affidavit on Rs. 100/- non-judicial stamp as per Bid Condition no. 7 of General terms and conditions.</b>	

## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

	<b>2) Affidavit on Rs. 100/- non-judicial stamp as per Annexure B</b> (Enclose non judicial stamp Paper duly Notarized)	
13.	<b>Certificate of MSME Unit if MSME</b>	
14.	<b>List of Plant and Machinery Installed</b> (Enclose copy of relevant Invoices)	
15.	<b>Production Capacity of unit</b>	<p style="text-align: right;">.....Per Month</p> <p style="text-align: right;">.....Per Year</p>
16.	<b>Capacity supply to goods for present Bid</b> (Provide Evidence whether as per the minimum requirement of Bid conditions)	<p style="text-align: right;"><b>Per Month Minimum</b> .....</p> <p style="text-align: right;"><b>Per Month Maximum</b> .....</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

# **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

## **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 ADHESIVE/NON ADHESIVE 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)