



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

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

CIN: U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID: [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)

## Notice Inviting e-Bid

### Procurement of Reverse Osmosis (R.O.) Plant

Two Part Online Bid

(Single Stage)

Part I

TECHNICAL BID

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

NIB. NO. RSGSM/ROPLANT/OCB/2021-22/Pur/12

Date 20.07.2021

Pre-bid Meeting	:	On 26.07.2021 at 12.30 PM
Start Date of Submission of Bid	:	From 29.07.2021 at 03.00 PM
Last Date/ Time of Download of Bid Form	:	Till 10.08.2021 up to 06.00 PM
Last Date/ Time of upload of the Bid	:	Till 10.08.2021 up to 06.00 PM
Date and time of opening of the Bid	:	On 11.08.2021 at 03.30 PM
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system
Price of Bid Documents for Micro, Small Enterprises	:	Rs. 2360/- Including GST
Price of E- Bidding 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: dgmpurchase.rsgsm@rajasthan.gov.in

## NOTICE INVITING BIDS

NIB. NO. RSGSM/ROPLANT/OCB/2021-22/Pur/12

Date 20.07.2021

1. Two stage online unconditional bids are invited for the procurement of reverse osmosis plant from manufacturer on F.O.R. basis at reduction centers of Rajasthan State Ganganagar Sugar Mills Limited. Up to 06.00 PM of 10.08.2021 as listed below: -

S. NO.	Name of Article	Quantity	Validity period of Bids	Place of Delivery
1	Reverse Osmosis Plant 6000 LPH	1 No.	90 days	Alwar
		1 No.		Ajmer

1. Bidding Document can be seen at website <http://www.rajexcise.gov.in>, <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website <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 स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।

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

ड बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।

च ऑन लाईन 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।

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छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेंट सेल 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।

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 बिड शुल्क रू. 2360 मय जीएसटी (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रू. 1000 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक, बोली प्रतिभूति घोषणा एनेक्सर 'जी' अनुसार (रू. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) एवं एनेक्सर 'बी' (रू. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा, जिसके अभाव में तकनीकी बिड खोला जाना संभव नहीं हो सकेगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।

ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

**Dy. General Manager (Purchase)**

# **Rajasthan State Ganganagar Sugar Mills Ltd.**

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

*Tel. No. : 0141-2740841 Fax : 0141-2740676*

*Email ID: dgmpurchase.rsgsm@rajasthan.gov.in*

## **E-BID NOTICE**

**NIB. NO. RSGSM/ROPLANT/OCB/2021-22/Pur/12**

**Date 20.07.2021**

Bids for Reverse Osmosis (R.O.) Plant (6000 LPH) is invited from interested bidders up to 6.00 p.m. of 10.08.2021. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://rajexcise.gov.in/>, departmental website.

UBN:

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Ltd.

<b>Instructions to Bidders:</b>		
1.	NIB No.	<b>RSGSM/ROPLANT/OCB/2021-22/Pur/12</b>
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	<b>Reverse Osmosis Plant (R.O. Pant)</b>
4.	(i) The price of the Bidding Document	Rs. 2360/- Including GST by way of demand draft/banker's cheque/online 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/online 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 : dgmpurchase.rsgsm@rajasthan.gov.in
6.	The pre-bid meeting	26.07.2021 at 12.30 PM
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 opening of technical bids
10.	Bid Security	Bid Security Declaration as per annexure 'G' (on non-judicial stamp paper duly notarized) and should reach at Head office, Jaipur up to 06.00 PM on 10.08.2021
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm
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 06.00 PM on 10.08.2021
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 06.00 PM on 10.08.2021 Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.

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14.	Opening of Bids (a) Technical Bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.30 PM on 11.08.2021(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	2.5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LoA)/ at the time of execution of agreement.
17.	<i>Appellate Authority</i>	<b>First:</b> Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. <b>Second:</b> Any two Directors appointed by the Board of Directors of RSGSM, RSGSM (HO), Jaipur.

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 Ltd.

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

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

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

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

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

## Statuary Details

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

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

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

Bid Fee 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 where-ever necessary and strike out whichever is not applicable)

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Special Terms and Conditions

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.rajasthan.gov.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/Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

- 1) The Water Treatment Plant should be designed & installed, Erected and commissioned of such a capacity and type that the water quality should match the requirement stated as per Annexure – 'I' (6000 LPH). The method of treatment should be by way of Filtration / Reverse Osmosis as specified. The Machine shall be installed on TURN KEY BASIS with three year warrantee. Warrantee period will be for 3 years from the date of installation and commissioning excluding consumables item.
  - i. Consumables item: -
    - (A) Cartridge filter
    - (B) Chemicals

Rajasthan Parties shall be given preference as per the rules of Rajasthan Government.

\* Turn Key Basis means civil and ancillary work also got done by supplier if required.

### 2) Service and Support:

The bidder shall have to ensure service and support within 48 hours of complaint. Failure in providing service within 48 hours shall be liable for penal/legal action. Any loss of production or otherwise due to the negligence of the bidder or the machine supplied by the bidder shall be the responsibility of the bidder and the same shall be deducted from his security amount/balance payment as per the deduction clause. The bidder shall have to provide complete maintenance support for a period of three year warrantee.

**Safety** : All moving parts shall be adequately guarded to prevent accidents to the operators and others working in the vicinity. All openings, platform, staircase, etc. shall be provided with hand railings, casing and enclosures, wherever necessary, for the safety of the operators.

**Name Plates** : The equipment shall be provided with name plate (including of bought out items) wherever necessary indicating the following information :

- a) Name and address of the Manufacturer
- b) Type, Size and Serial No.
- c) Capacity and year of Manufacture.

**Mistake in Drawings:** The bidder shall be responsible for any discrepancies errors or omissions in the drawings and other particulars supplied by the bidder, whether such drawings and particulars have been approved by the RSGSM or not.



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**Insurance** : During erection, supervision of commissioning the bidder shall at their own cost insure for all their staff at site engaged in such erection and supervision of commissioning, for death or physical injury suffered by them and all claims under workman's compensation act or fatal accidents act etc, shall be concluded by the bidder only. The bidder shall haul the equipment with his own labour from the place of storage/ transportation to the place of erection through the route to be granted by the RSGSM.

## **Warranty:**

- a) The bidder warrants that all the machinery and equipment supplied shall be new, of good quality material and of first-class workmanship.
- b) Any part the bidder shall supply test certificates for all the lifting equipment and other wherever applicable to verify the duty conditions and meet requirement as per factory act/Indian Electricity Rules. Site Test also to be given by the bidder in the presence of competent authority to be appointed of the equipment found defective within three year shall be replaced or repaired by the bidder free of cost, upon receipt of notice in writing of the defect, from the RSGSM. If the action is not taken immediately by the bidder to replace the part, the RSGSM shall be at liberty to replace such part and its cost shall be recovered from the bidder.

## **Bidder other Obligations:**

- a) By warehouse inspector, in accordance with the provision of the factory act.
- b) The bidder shall supply list of spare parts, electrical circuit diagram along with complete specifications and name of manufacturers by the end of completion of erection.
- c) The bidder shall provide at site adequate number of supervisors, skilled and unskilled personal to carry out the work smoothly and satisfactorily.
- d) No part of the contract shall be sublet and number on roll employee of the warehouse shall be employed at site without written permission of the RSGSM.

## **3) Scope of Work:**

The Bidder shall have to Design, Install, Erect and commence the complete Plant from the source of Raw Water (The cost of piping from the Raw water source to the site of only in case where the distance is more than 10 meters) to the point of Treated water storage tank as per the given specification, terms and condition. All equipment and work required in between the process, like electrification (The Main switch/ MCB of the required capacity etc), plumbing, civil work related to machine, piping, pumps, treated water tank of the capacity as stated in Annexure etc. shall be under the bidder scope of work. Any other requirement outside the process like Raw water Tank, electrification (up to the place of installation only) shall be provided by the RSGSM.

The Machine /equipment installed shall have instruments (Digital preferred) showing the Raw water and treated water TDS level and conductivity along with the Flow meter for inlet and outlet (Flow rate per hour) and the meter to check the Total quantity of Treated

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Water on the Control Panel. Voltage Stabilizer inbuilt or external as required in the Design of required capacity should also be provided with the equipment.

The bidder shall have to provide high and low pressure switches before and after the high pressure pumps along with Relay/Sensor to stop the working on water storage tank.

## **Scope of Supply of RO:-**

- |   |                        |
|---|------------------------|
| 01. Feed Pump   | 02. Multi grade Filter |
| 03. Anticline Dosing System   | 04. H.P. Pump          |
| 05. RO Skid with all related accessories like conductivity Mtr, low/ high pressure switch, pressure gauge multistage type, membranes size 4" 5 No. membranes & 5 No. pressure tube for 1 m <sup>3</sup> / hrs. 6 membranes & 6 pressure tube for 1.2 m <sup>3</sup> / hrs & 8" size membranes 3 No. for 3m <sup>3</sup> /hrs. |                        |

## **4) Motors/Pumps :**

All the pumps required in the process of water treatment by any of the methods stated above shall be Vertical and of Stainless Steel (SS) Grade 316 of the capacity as per the Annexure. The Raw water pump shall horizontal of SS Grade 316

- 5) **Plumbing and Piping:** All the Pipes, Bends, Unions, etc. required in the process shall be of SS Grade 316 of minimum 3 mm thickness.
- 6) **Electrification:** The bidder shall have to provide all items/switches as required to run the plant including power cabling from the Control Panel to the equipment. The bidder shall have to incorporate on-line TDS level indicator (Digital) and the pH indicator of the treated water on the Panel for continuous monitoring of the treated water.
- 7) **Designing:** The Bidder shall have to provide the complete blue print with schematic flow diagram of the Design of the machine proposed to be installed at the destinations.
- 8) **Estimated Value of Bid:** Total estimated value of bid is approx. Rs. 13.50 lakh.
- 9) **Quantity:** the quantity of 2 RO plant of each 6000 litre mentioned in the bid notice is approximate and tentative; it is subject to variation as per Rajasthan Government directives and policies. The quantity and size are subject to change up to any extent. 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.
- 10) **Rate:** Single Rate should be quoted on the basis of per Reverse Osmosis Plant on F.O.R. basis for our warehouses viz. **Alwar and Ajmer** separately in performa schedule of rate enclosed to this bid document. This rate quoted shall remain firm during currency of the supply contract and no escalation will be allowed.
- 11) The rate will be offered on the basis of parallel rate contract provisions of General Financial & Accounts Rules of Rajasthan State Government.
- 12) Bid security: **Bid security declaration** shall be submitted as per annexure "G".
- 13) **Payment terms:**
  - a) 100% payment shall be made from head office on receipt of machine, against verified bills from reduction centre concerned and after successful commencement/running of the machine/equipment supplied for which the reduction centre concerned shall report that the machine is in operation.

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- b) The security deposit shall be released after receipt of water quality report from for the local authorized laboratory of the treated water against Bank Guarantee of equal amount in favour of Rajasthan State Ganganagar Sugar Mills Limited, Jaipur valid for a period of 05 years from the date of issue. The Bank Guarantee shall be treated as retention money. The Bank Guarantee should be of any Scheduled Bank preferably situated at Jaipur. Offer for payment terms other than stipulated in the Bid condition shall not be accepted and the Bid of such Bidder shall be rejected.
- 14) **Deduction Clause** : If there is delay of service deduction shall be made from bill \security deposit as fellow :
- |                              |      |
|------------------------------|------|
| a) By 3 days (After 48 hrs.) | 1000 |
| b) By 4 days up to 7 days    | 2000 |
| c) More than 7 days          | 5000 |
- In Case the service is not provided beyond the time specified above the Security Deposit and the retention money of the Bidder shall be forfeited by invoking the Bank Guarantee.
- 15) The bidder shall have to strictly adhere to required service schedule. In case of non-maintenance of service as per monthly schedule or requirement the service may be got done from any other manufacturer at any point of time on the risk and cost of the bidder.
- 16) The bidder will have to provide the required Plant to Reduction centre of RSGSM as ordered to them.
- 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 bidder shall be entertained.
- 18) Any duty, taxes etc. paid at the time of purchase shall be refunded to us in the event of the same being held to be not payable.
- 19) Bidder shall ensure continuous standard quality of the treated water on their machine/equipment as per the given specifications.
- 20) No counter condition shall be accepted.
- 21) **Submission of Literature:** The Bidder shall have to provide literature regarding past experience to having supplied RO plants up to the scale and quantum (02 Plants) required by the RSGSM during the last one year with requisite copy of invoices. The documentary evidence supplied shall be true and valid. The RSGSM is at liberty to scrutinize them by their own means and method and if the documentary evidence provided is found to be false or unsatisfactory the EMD/security Deposit of the Bidder shall be forfeited.
- 22) **Analysis of the Literature:** The Literature submitted shall be analyzed. Bidder whose literature regarding experience is unsatisfactory shall not be considered for opening of the financial bid. The decision of the Management in this regard shall be final and binding on all the Bidders, any claim or counter claim by any Bidder shall not be entertained and the Management is not liable to specify/reply to any claim or give reasons for disqualification.
- 23) **Finalizations of bid:-** Finalization of the Bid shall be done purely on the basis of experience and the quality of the machine that the Bidder has proposed to supply. The management reserves the right to finalize a single party on technical grounds for the reasons of not having to maintain inventory of various spares of different makes.
- 24) **Inspection:** The Management reserves the right to inspect the works or the site of installation as stated in the Bid of the Bidder without prior intimation and if the details found

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is otherwise than as stipulated in the Bid the EMD/Security Deposit of such Bidder shall be forfeited.

- 25) The Management is at liberty to call for Demonstration of the machine/plant of at least 1000 Litters per hour (LPH) at any of our unit before placing orders to Bidders after satisfactory performance of the machine/equipment the bidder for the machines may be finalized. In case the EMD is kept in the Financial bid the Bid of such Bidder shall be rejected.
- 26) The plants shall be supplied, erected & commissioned within 30 days after placing the order.
- 27) The operating cost per M3 of treated water should be provided in Price Bid (Financial Bid) for power, anti-scaling, cartage filter etc., and cost calculation separately.
- 28) Supplier should be a Manufacturer for which he will have to produce a Certificate from Director of Industries or any authority nominated for this purpose. The RSGSM Limited is at liberty to carry out sudden inspection of the Factory/Works of the Bidder / Supplier before or during the supply contract, without prior intimation. If the factory is found unfunctional, his Purchase Order shall be cancelled and EMD/Security Deposit forfeited. In the case of manufacturer/Bidder who has submitted the provisional certificate of competent authority, the Bidder shall have to give written proof about the manufacturing activities of the firm.
- 29) Company reserves the right to conduct sudden/ random inspection of the supplied items to check the quality of supplied item at RC or any place even after the final payment. If quality of supplied items are not found up to the mark, rejected seals can be destroyed at the level of company/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.
- 30) No increase in C.E. duty shall be allowed on the basis of increase in turnover.
- 31) Technical bid must be uploaded separately & Financial Bid (Offered quantity & rate) shall be uploaded separately.
- 32) The Financial Bid of Bidder who qualifies in Technical Bid will be opened later on the date to be intimated by RSGSM.
- 33) Bidder should enclose certified copy of all the required document as per checklist enclosed with Bid form.
- 34) Bidder should enclose certificate specifying categories of his industry viz. micro, small, medium etc.
- 35) **Repeat Order (Right to vary quantity)-** The limits of repeat order shall be 50% of the value of items of the original contract.
- 36) Management reserves the right to reject the Bidder of suppliers whose report have been found unsatisfactory any time during the supply contract or Bidders who have been black listed for any reason anytime during the supply contract. Any manufacturer found manufacturing illicit is liable for legal action by the Company.
- 37) SSI Unit:- The Bidder would necessarily enclose copy of permanent registration as SSI unit from the competent authority. Price Prefer
- 38) Bidder shall ensure the standard weight of the RO Plant as per the given specifications.
- 39) Digitally signed Scanned copy of Bid documents, DD of Rs. 2360/- 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).
- 40) As per instructions of circular No. 3/2013 Dated 04-02-2013 finance (G&T) Department, Govt. of Rajasthan annexure enclosed. Please read carefully and comply :-

# Rajasthan State Ganganagar Sugar Mills Ltd.

**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

41) Bid shall be uploaded with below mention documents :-

(a) Scanned copy of Bid Document along with all documents required in check-list (technical bid)

(b) Scanned copy of bid security declaration as per annexure "G", Processing fees, Bid form fee

42) Income Tax, other taxes shall be deducted at source from suppliers' bills, if applicable and no reimbursement of the same shall be made by RSGSM.

43) The Special Terms and Conditions shall prevail upon where ever the same are in contradiction with the General Terms and Conditions. In case of dispute regarding interpretation of any terms and condition in the Bid Document the same should be got clarified by the Bidder before submitting the Bid. Decision of the Management shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the Bid Document unless called for by written fax shall not be entertained.

44) **Financial Evaluation:** The item wise rate (Excluding Tax) offered by bidder shall be taken into consideration for determination of L1.

# Rajasthan State Ganganagar Sugar Mills Ltd.

## GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If it 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. The authorized signatory shall 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, 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, its bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. 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.
8. **Bid Security - Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken.**
  - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
  - ii. In lieu of bid security, a bid securing declaration shall be taken from departments' of the state Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned or controlled or 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.

# Rajasthan State Ganganagar Sugar Mills Ltd.

- 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 or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid for 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.

## 9. Performance security-

- a) Performance security shall be solicited from all successful bidders except the department's 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

# Rajasthan State Ganganagar Sugar Mills Ltd.

declaration shall be taken from them. The state government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be five percent, or as may be specified in the bidding 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 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.
- c) Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, the performance security shall be taken as under:-
  - (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
  - (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
  - (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and]
- d) Performance security amount exceeding 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) Bank guarantee/s of a scheduled bank shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
  - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case 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.



# Rajasthan State Ganganagar Sugar Mills Ltd.

- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
  - d) The bidder shall be asked to execute the agreement on a non-judicial stamp of specified value set forth in such contract.
11. Bid shall be valid
- a. 90 days from the date of opening of technical.
  - 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 within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion may allow extension of time subject to recovery

# Rajasthan State Ganganagar Sugar Mills Ltd.

from the bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the bidder has failed to supply for the period of delay as stated below:-

- a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
- b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
- c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
- d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

## **Notes :**

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
  - (b) The maximum amount of liquidated damages shall be 10%.
  - (c) When the successful bidder is unable to complete the order/contract within the specified or extended period, the company shall be entitled to accept supply from the open market without giving any notice to the bidder but at his risk and cost i.e. bidder's account and risk the goods or any part thereof which the bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the bidder. But the bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the bidder under this or any other contract with the company. If recovery is not possible from the bills and the bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.
  - (d) If the 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 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

# Rajasthan State Ganganagar Sugar Mills Ltd.

decision shall be final and binding on both the parties. The seat 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, then bidder will be debarred/ suspended from being eligible for bidding in any contract with RSGSM Ltd., for the period of three years starting from date of opening of technical bid.
20. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
22. 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.

# Rajasthan State Ganganagar Sugar Mills Ltd.

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

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

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

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

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

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

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# Rajasthan State Ganganagar Sugar Mills Ltd.

## 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:

# Rajasthan State Ganganagar Sugar Mills Ltd.

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

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

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

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

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

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

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

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

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

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

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

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

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

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# Rajasthan State Ganganagar Sugar Mills Ltd.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

## **(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

## **(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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# Rajasthan State Ganganagar Sugar Mills Ltd.

FORM No. 1  
[See rule 83]

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

Appeal 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



# Rajasthan State Ganganagar Sugar Mills Ltd.

## Annexure D : Additional Conditions of Contract

### 1. Correction of arithmetical errors

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

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

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

### 2. Procuring Entity's Right to Vary Quantities

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### 3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose bid is accepted.

Annexure 'E'

# Rajasthan State Ganganagar Sugar Mills Ltd.

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

## Manufacturer's Authorization

NIB. NO. RSGSM/ROPLANT/OCB/2021-22/Pur/12

Dated: 20.07.2021

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

### WHEREAS

We, who are official manufacturers of Reverse Osmosis Plant 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 Reverse Osmosis Plant, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

We hereby extend that the items 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 Items 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 \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'F'

## Technical Bid Submission Sheet

NIB. NO. RSGSM/ROPLANT/OCB/2021-22/Pur/12

Dated: 20.07.2021

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 Reverse Osmosis Plant.
- 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 2.5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- d. Our firm, for any part of the Contract, have nationalities from the eligible countries
- e. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- f. Our firm, its affiliates or subsidiaries, including any sub bidder 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: \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Ltd.

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

## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
-----  
-----

We, the undersigned, declare that:

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

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

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

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

We understand this Bid Securing Declaration shall expire if :-

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

Signed :-----

Name :-----

In the capacity of :-----

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

Dated on        day of  
Corporate Seal -----

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

# Rajasthan State Ganganagar Sugar Mills Ltd.

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. \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Ltd.

2. \_\_\_\_\_  
3. \_\_\_\_\_

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

a) From ..... to .....

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

S. No.	Items Quantity	Delivery period
a)	Delay upto 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

# Rajasthan State Ganganagar Sugar Mills Ltd.

## CHECK LIST (TECHNICAL BID)

### To be filled by the bidder

(Information to be provided along with the bid document)

SN	Particulars	Details to be filled by bidder	Enclosure Pg. No.
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>Address: -</b> <b>i. Office Address, Phone No, Fax No, Email</b>  <b>ii. Factory Address Phone No, Fax No, Email</b>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
4.	<b>Manufacturer</b> (Enclose copy of Certificate)		
5.	<b>Whether Registered with the Industries Department</b> (Enclose Copy of Permanent MSME/SSI Unit Certificate or equivalent)		
6.	<b>Factory owned or taken on lease</b> (Copy of Ownership / Lease Deed registered with competent authority)		
7.	<b>Power Connection</b> (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)		
8.	<b>Registration with the GST</b> (Enclose copy of certificates of GSTIN)		
9.	<b>Latest GST challan</b> (Enclose payment copy of latest GST challan)		
10.	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)		
11.	<b>Bid security declaration as per</b>		

# Rajasthan State Ganganagar Sugar Mills Ltd.

	<b>annexure "G"</b> (On Rs 100/- non judicial stamp paper duly notarized)		
12.	<b>Affidavit as per bid document Annexure "B"</b> (On Rs 100/- non judicial stamp paper duly notarized)		
13.	<b>List of plant and machinery installed</b> (Enclose copy of relevant invoices)		
14.	<b>Duly self-attested bid document uploaded</b>		

## Please Note:

1. All the Copies Submitted should be duly self-attested/Certified by a Gazette Officer/Notary public / Oath Commissioner)



# Rajasthan State Ganganagar Sugar Mills Ltd.

Specification Of RO Plant of 6000 LPH

Annexure "I"

Annex-1

**TECHNICAL SPECIFICATION OF R.O. PLANT(6000 Ltr/H.)**

(A) Recovery of R.O. plant : 75% (min.)

(B) RAW WATER PUMP:-

1. Capacity : 12 /hrs/3-3.5 Kg as per requirement at Bhiwara plant
2. MOC : S.S.-316
3. Make : Grand Foss/Willo/Kirloskar/CRI

(C) MULTIGRADE FILTER(MGF):-

1. Design Velocity (max.) : Max.20 Mtr./Hr.
2. Diameter : 36" (as per design velocity)
3. HOS : 72" (as per manufacturing)
4. MOS : FRP

(D) ANTISCALENT DOSING SYSTEM:-

1. Make of Dosing Pump : Meter Italy/Milton-Roy/Pentair/AsiaLMI/E-Dose.
2. Cap. Of HDPE Tank : 100 Ltrs
3. Cap. Of Dosing pump : 0-5 LPH
4. MOC : PP

(E) MICRON CARTRIDGE FILTER:

1. MOC : PP
2. Micron rating : 5 micron, PP cartridge
3. Quantity of Filter : 04. Nos.

(F) HIGH PRESSURE PUMP:-

1. Make : Grand Foss/Willo/Pentair/CRI
2. Capacity : 12 /hrs/12-15 Kg as per plant capacity/requirement
3. MOC : SS-316

(G) MEMBRANE:

1. Make : Dow/Hydronautics/Torroy Japan/CSM
2. Size : 8" dia
3. Quantity : 6 Nos.
4. Batch no. & year of manufacture : To be provided at the time of delivery
5. Life of Membrane : To be mentioned in each case.

*23/1/20*

*(Signature) 23/1/20*

# Rajasthan State Ganganagar Sugar Mills Ltd.

(H) Membrane Housing:-

1. MOC : FRP (Codo line/Euro Line composite)
2. Size :80-120
3. Quantity : 2 No.

(I) CHEMICAL CLEANING SYSTEM:-

1. Micron cartridge filter MOC : AEP
2. Micron rating 5 micron, PP cartridge
3. Chemical cleaning tank : 100 Ltr. HDPE tank

(J) AUTOMATIC pH CORRECTION DOSING SYSTEM:-

1. Make of Dosing Pump : Meter Italy/Milton-Roy/Pentair/Asia LMI/E-Dose.
2. Cap. Of Tank : 100 Ltrs
3. Cap. Of Dosing pump : 0-5 LPH
4. MOC of Dosing Pump :PP
5. Mode of Operation : Automatic

(K)

(L) MOC of Piping : High pressure piping S.S-316 & low pressure piping CPVC.

(M) R.O. Control Valves:

1. Make : Alfa Level or equivalent
2. Quantity : As per system requirement.
3. MOC : CS with contact part SS-316

  
28/11/20

  
28/11

# Rajasthan State Ganganagar Sugar Mills Ltd.

## (N) INSTRUMENTATION:-

1. Pressure Gauge  
Make: Guru/ Warea  
Quantity: as per system requirement.  
MOC: S.S.
2. Flow indicator  
Make: George Fischer/UKL/Aster  
Quantity: Three (min.) as per requirement
3. Pressure switches:-  
Make : Indfoss/Dag  
Quantity: Two ( at the inlet and outlet of the HP pump)
4. Online conductivity meter:  
Make: Aster/Forb Marshal  
Quantity: 02 Nos. (at the raw water inlet and RO outlet)
5. Level indicator : Gauze Glass type level indicator on all dosing tanks.
6. R.O. Control Panel : Automatic with digital indication
7. Water flow meter with Totalizer : ISI mark
8. Pre-treatment & RO block should be on skid mounted with S.S. material
9. Mode of operation : Semi- automatic plant with control panel.
10. Auto Flushing : Auto flushing system provided for membrane flushing
11. pH meter : Digital display pH meter( Astar/Forbmarshal)
12. UV system : 6 per hour ultra violet system( Tube Philips)
13. Auto Flushing : Auto flushing system with solenoid valve.

*AK*  
23/11/20

*RO*  
23/11/20