



# Rajasthan State Ganganagar Sugar Mills Limited

4<sup>th</sup> Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, JAIPUR - 302006

CIN-U15421RJ1945SGC000285

Tel: 0141-2740841 website : [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

E-mail : [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)

## Notice Inviting Bid

### Procurement of Air Conditioners

Single Stage

Single Part Bid

TECHNICAL BID

(To be submitted duly filled along with the bid)

**NIB. NO. RSGSM/AC/OCB/2022-23/Pur/06**

**Date 16.05.2022**

<b>Last date/ time of download of bid form</b>	<b>:</b>	<b>Till 23.05.2022 up to 1.00 pm</b>
<b>Last date/ time of submission of the bid</b>	<b>:</b>	<b>Till 23.05.2022 up to 1.00 pm</b>
<b>Date and time of opening of the bid</b>	<b>:</b>	<b>On 23.05.2022 at 03.30 pm</b>
<b>Price of bid document</b>	<b>:</b>	<b>Rs. 590/- Including GST</b>

# 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 BID**

**NIB No. RSGSM/AC/OCB/2022-23/Pur/06**

**Date 16.05.2022**

1. Single stage two part unconditional offline bids are invited for the procurement of air conditioner from reputed and eligible bidders on F.O.R. basis at Head Office/Jhotwara of Rajasthan State Ganganagar Sugar Mills Limited up to 1.00 pm of 23.05.2022 as listed below:-

S. NO.	Name of Article	Estimated Quantity	Estimated Value	Bid security	Place of Delivery
1	Air conditioners	1.5 Ton - 5 no's 2.5 Ton - 1 no's	3.00 lakhs	Bid security @ 2%	Head Office (Jaipur) - 5 Jhotwara RC (Jaipur) - 1

2. Bidding document can be seen at website <http://www.rajexcise.gov.in>, <http://sppp.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.
3. बिडर को बिड प्रपत्र साइन के साथ प्रस्तुत करना होगा।
4. 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 अटेच कर दी गयी हैं।
5. कोई भी बिड जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
6. बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से दर्ज करें।
7. बिड में सभी संशोधन बिड जारी करने के उपरान्त 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।
8. बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर आवश्यक रूप से संलग्न कर दिए गए हैं।

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Ltd.

<b>Instructions to Bidders:</b>		
1.	NIB No.	<b>RSGSM/AC/OCB/2022-23/Pur/06</b>
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & delivery date	Procurement for Air conditioner, delivery should within 5 days from date of issue of purchase order.
4.	(i) The price of the Bidding Document	Rs. 590/- Including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited 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	No
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 date of opening of technical bid
10.	Bid security	2 % of estimated value. Bid security 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 p.m. on 23.05.2022.
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.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> on 16.05.2022.
13.	Submission of bids	At the office of Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Up to 6.00 p.m. on 23.05.2022. Bids received after the specified time and date shall not be accepted.
14.	Opening of bids (a) technical bid/ Financial bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.30 PM on 23.05.2022
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

# Rajasthan State Ganganagar Sugar Mills Ltd.

		of Liter of acceptance (LoA)/ at the time of execution of agreement
17.	Appellate authority	<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 there of Details of the bidding firm/company are as below:

Name of Firm/Company/Individual : \_\_\_\_\_

Office Address (with pin code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

**Telephone Nos.** : \_\_\_\_\_

Office : \_\_\_\_\_

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

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

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

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

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

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

## Statuary Details

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

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

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

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

# Rajasthan State Ganganagar Sugar Mills Ltd.

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)

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

# Rajasthan State Ganganagar Sugar Mills Ltd.

## 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 and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Rajasthan State Ganganagar Sugar Mills Ltd. (RSGSM) requires air conditioners at head office (Jaipur) & Jhotwara (Jaipur) and invites offline bids for procurement of 6 no's air conditioners.
2. Estimated value of bid is 03.00 lakhs.
3. Specification & scope of work: bidder have to supply F.O.R. head office Jaipur/ Jhotwara (Jaipur) and installation of 1.5 ton (5 no's)/2.5 ton (1 no's) split air conditioners of Make Voltas/Godrej/Bluestar/O-General/Daiken/Mitsubishi and other Energy Efficient Company make having Indian Seasonal Energy Efficiency Ratio more than 5.0 star and above with refrigerant R-32 with remote control with remote control along with 4KV staplizer. Having copper condenser and green gas environment friendly, 10 ft. installation accessories including like PVC pipe, copper pipe, MS Frame Powder coated wall handling stand unit of split AC) with one year warranty. **If installation work required accessories more than 10 ft. for that bidder have to quote per feet rate in financial bid.**
4. **Delivery Period** – Delivery of the air conditioners should be done within 5 days of issuing of purchase order.
5. Bid security- The bid security shall be taken @2% of the bid value of the bid for which bidder have to submit Demand Draft in the name of RSGSM Ltd., payable at Jaipur.
6. **Cancellation:** 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.
7. **Payment:** 100% payment shall be made from Head Office on receipt of items, against verified bills from storekeeper.
8. Guarantee/Warranty of items shall be one year from the date of installation.
9. No counter condition shall be accepted.
10. **Recovery:** Recovery for unsupplied quantity shall be 10% of value of unsupplied quantity + GST as applicable thereon.
11. Any transit wastage/breakage shall be on part of bidder and no payment will be made for such transit wastage/breakage.
12. If there is any contradiction in provision of general terms and conditions and that of special terms & conditions, then provision of special terms & conditions shall prevail. In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder during pre-bid or before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
13. 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

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

14. Technical bid shall be submitted with below mention documents :-
  - (a) Bid Document duly filled and signed.
  - (b) D. D. of Bid Document fee/Bid security.
  - (c) Attested copy of documents mentioned in Technical Bid Check List duly filled by the bidder.
15. Preference to be given to the Company who offers buy back of old Air Conditioner. The amount of buy back will be adjusted in the actual cost quoted by the bidder.
16. Bid should be submitted in Two Separate Envelope (Part-I Superscripted as "Technical Bid" and Part-II Superscripted as "Financial Bid")
17. Bidder should visit at the site RSGSM head office, Jaipur before quoting the rates of Buyback of Existing AC.
18. The supply shall be carried out as per nomenclature and specification as specified in 'G' Schedule.
19. The accessories/material used should be of approved makes as per specification in 'G' schedule.
20. Wiring shall be done with color coding as per specification and ferruling should be done for light and power circuit at both distribution board end and at switch board end without extra cost.
21. Minor repair/dismantling of civil works etc. should be done by the Supplier without any extra cost.
22. 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.
23. Supplier should quoted rates inclusive of GST and all other taxes as applicable.
24. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
25. The bidder should sign and submit 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 condition 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.

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## 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. it 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 -**
  - 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.
  - 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.



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- 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 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 2.5 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 0.5 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

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

before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

- c) 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.
- 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 500/- of the contract amount or value set forth in such contract.

## **11. Bid shall be valid**

- a. 90 days from the date of opening of technical bid.
- 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**

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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 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.

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- (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 from RSGSM empanelled arbitrators shall be done mutually agreed by both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
  19. If the bidder resiles from his offer or offers new terms after opening of the bid, its bid security is liable to be forfeited with 18% GST.
  20. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
  21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
  22. 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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## CHECK LIST (TECHNICAL BID)

### To be filled by the bidder

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

1.	<b>Name of the Bidder Firm</b>		
2.	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		
3.	<b>Office Address,</b>  <b>Phone No,</b>  <b>Fax No,</b>  <b>Email</b>		
4.	<b>Proprietorship Firm/ Partnership Firm/ Registered Company</b> (Enclose Copy of relevant Documents)		
5.	<b>GSTIN</b> (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)		
6.	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)		
7.	<b>Bid Security</b> (As Mentioned)		
8.	<b>Affidavit as per annexure "B"</b> (On Rs. 100/- non judicial stamp Paper duly Notarized)		

# **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:

Signature of bidder

Place:

Name :

Designation:

Address:

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# **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

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

## **Annexure D: Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

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

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the 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-** 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.

# Rajasthan State Ganganagar Sugar Mills Ltd.

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. \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Ltd.

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-
- a) w.e.f. date of execution of agreement i.e. .... to up to one year i.e. ....
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 tenderer 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 tenderer.
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.....

**Signature of the approved supplier.**

Date:

Witness No. 1

Witness No. 2

**Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd.**

Dy. General Manager (Purchase)

Date:

Witness No. 1

Witness No. 2

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Part II

### FINANCIAL BID

#### SCHEDULE OF RATES/ OFFER BY BIDDER

(Enclose Separately from Technical Bid)

<b>Tender Inviting Authority</b>	: Dy. General Manager (Purchase), RSGSM Ltd.
<b>Name of Work/Item</b>	: Supply of Air conditioner
<b>Bid No.</b>	: RSGSM/AC/OCB/2022-23/Pur/06
<b>Bidder Name</b>	:

#### FINANCIAL BID (BOQ)

Sl. No.	Descriptions of items	Offered Make and model	Qty. Required	Rate per unit in Rs.	GST on per Unit in Rs.	Total amount Per Unit F.O.R. Head Office/Jhotwara Rs.	Total amount Per Unit in words
01	Supply and Installation of 1.5 Ton Split Air Conditioners of Make Voltas/Godrej/Blue Star/O-General/ Efficient company Daiken/ Mitsubishi and other Energy Efficient Company make having Indian Seasonal Energy Efficiency Ratio more than 5.0 star and above with refrigerant R-32 with remote control with remote control along with 4KV Staplizer. Having Copper Condenser and Green Gas(Environment friendly (including accessories like PVC Pipe, Copper Pipe, MS Frame Powder Coated wall handling stand unit of Split AC) with one year warranty		5 no's				
2	Supply and Installation of 2.5 Ton Split Air Conditioners of Make Voltas/Godrej/Blue Star/O-General/ Efficient company Daiken/ Mitsubishi and other Energy Efficient Company make having Indian Seasonal Energy Efficiency Ratio more than 5.0 star and above with refrigerant R-32 with remote control with remote control along with 4KV Staplizer. Having Copper Condenser and Green Gas(Environment friendly (including accessories like PVC Pipe, Copper Pipe, MS Frame Powder Coated wall handling stand unit of Split AC) with one year warranty		1 no's				
3	Installation charges per feet beyond 10 ft.						
4	Less: Buy Back amount of Existing AC, RSGSM head office, Jaipur	6 no's 1.5 Ton Window / 5 no's 1.5 Ton split AC		(-)		(-)	(-)
	Total						

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

(Total amount In words.....)