

राजस्थान स्टेट गंगानगर शुगर मिल्स लि.,

चौथा माला, नेहरू सहकार भवन, भवानी सिंह रोड़, जयपुर — 302006

दूरभाष : 0141-2740841, फ़ैक्स : 0141-2740676

ई-मेल : dgmpurchase.rsgsm@rajasthan.gov.in

वेबसाईट : www.excise.rajasthan.gov.in

क्रमांक : आरएसजीएसएम/मुख्यालय/क्रय/एजीएम/2022-23/55

दिनांक : 19.12.2022

अल्पकालीन बिड आमंत्रण सूचना

Thermosteel Stellar by Milton 10 लीटर के उपापन हेतु ऑफलाईन खुली बिड

विवरण

कार्य का नाम	Thermosteel Stellar by Milton 10 लीटर
बिड प्राधिकारी	उपमहाप्रबन्धक (क्रय), राजस्थान स्टेट गंगानगर शुगर मिल्स लि., चौथा माला, नेहरू सहकार भवन, भवानी सिंह रोड़, जयपुर — 302006 दूरभाष : 0141-2740841, फ़ैक्स : 0141-2740676 ई-मेल : dgmpurchase.rsgsm@rajasthan.gov.in
बिड प्रपत्र का मूल्य	रु. 590/- (रु. पाँच सौ नब्बे मात्र) (Non-Refundable) [Rs. 500 + Rs.90 (GST)]
अनुमानित बिड राशि	रु. 04.00 लाख (रु. चार लाख मात्र)
बोली प्रतिभूति राशि	बोली प्रतिभूति— बिड मूल्य का 2 प्रतिशत राशि
बिड मय बिड शुल्क एवं बोली प्रतिभूति राशि प्रस्तुत करने की अन्तिम दिनांक एवं समय	दिनांक 23.12.2022 को दोपहर 12.00 बजे तक
तकनीकी बिड खोलने की दिनांक एवं समय	दिनांक 23.12.2022 दोपहर 03.00 बजे
बिड खोलने का स्थान	राजस्थान स्टेट गंगानगर शुगर मिल्स लि., चौथा माला, नेहरू सहकार भवन, भवानी सिंह रोड़, जयपुर — 302006

उपमहाप्रबन्धक (क्रय)

राजस्थान स्टेट गंगानगर शुगर मिल्स लि.,

बिड फार्म

1. Thermosteel Stellar by Milton 10 लीटर के उपापन हेतु ऑफलाईन खुली बिड
2. बिड प्रस्तुत करने वाली वाली फर्म का नाम :
डाक का पता
.....
.....
मोबाइल नं. (1)..... (2).....
3. बिड शुल्क की राशि रु. 590/- नकद रसीद/डी.डी. संख्या
दिनांक..... एवं बोली प्रतिभूति राशि- बिड मुल्य का 2 प्रतिशत प्रस्तुत कर दी गई है।
4. हम संस्थान द्वारा जारी की गई बिड सूचना संख्या दिनांक में वर्णित सभी शर्तों से तथा संलग्न शीट (इनके सभी पृष्ठों पर उनमें उल्लेखित शर्तों को हमारे द्वारा स्वीकार किए जाने के प्रमाण में हमने हस्ताक्षर कर दिये हैं) में दी गई उक्त बिड सूचना की सभी शर्तों से बाध्य होना स्वीकार करते हैं।
5. वित्तीय बिड प्रपत्र में उल्लेखित मदों के क्रम में सेवाएं प्रदान करने हेतु दरें यथा स्थान सम्मुख अंकित कर दी गई हैं। फर्म द्वारा आदेश प्राप्त होने की तिथि से आदेश में वर्णित माल की आपूर्ति निर्धारित समयावधि में की जावेगी।
6. बिड में चाहे अनुसार मेरी फर्म द्वारा Thermosteel Stellar by Milton 10 लीटर की आपूर्ति उद्धृत की गयी दरों पर स्वीकृति पत्र जारी होने के 2 दिवस में कर दिया जावेगा।

राजस्थान स्टेट गंगानगर शुगर मिल्स लि.,

संस्थान में फोटोस्टेट कार्य के उपापन के क्रम में दर संविदा की विशिष्ट शर्तें/नियम

1. उपापन की विषयवस्तु का नाम :- Thermosteel Stellar by Milton 10 लीटर।
2. स्पेशिफिकेशन्स :-
 - a) Thermosteel Stellar by Milton for storing and serving water and beverages.
 - b) Steel jug with PU insulated body that able to keep beverage hot or cold for hours.
 - c) spring-mounted tap pour beverages.
 - d) Capacity: 10 L
 - e) Hot & Cold for Longer Hours
 - f) Food Grade
 - g) Insulated Stainless Steel Inner
 - h) PU Insulated
3. मात्रा :- 200 नग।
4. आपूर्ति अवधि :- स्वीकृति-पत्र जारी होने के 2 दिवस के भीतर।
5. अनुमानित लागत :- रु. 2000 प्रति Thermosteel Stellar by Milton 10 लीटर कुल अनुमानित रु. 400000 मय जीएसटी एफ.ओ.आर. मुख्यालय, आरएसजीएसएम।
6. सफल बिडर को Thermosteel Stellar by Milton **10 लीटर** संस्थान के मुख्यालय पर आपूर्ति करनी होगी।
7. बिडर को दरें एफ0ओ0आर0 मुख्यालय प्रस्तुत करनी होगी।
8. सफल बिडर दो प्रति में बिल प्रस्तुत करना होगा, आपूर्ति किये आईटम का बिड के अन्तर्गत चाहे अनुसार होने पर आपूर्ति किये जाने के मुख्यालय से 7 दिवस में भुगतान किया जावेगा।
9. सशर्त बिड स्वीकार योग्य नहीं होगी।
10. यदि उपापन योग्य सेवा पर किसी प्रकार का कोई कर/माल एवं सेवा कर (GST) देय होगा तो इस हेतु बिडर को वित्तीय बिड के अन्तर्गत इस बात का पृथक से स्पष्ट अंकन करना होगा, अन्यथा प्रस्तुत दर सभी करें सहित मानी जायेगी।
11. बिडर को जीएसटी के दायरे में आने की स्थिति में माल एवं सेवा कर (GST) रजिस्ट्रेशन की प्रति संलग्न करनी होगी एवं प्रत्येक बिल पर स्वयं (बिडर) का एवं RSGSM का रजिस्ट्रेशन नम्बर लिखना/मुद्रित होना अनिवार्य होगा। RSGSM का GST No. 08AAACR8906R2ZM उपयोग में लिया जावे।
12. सीलबन्द बिड जिस पर " Thermosteel Stellar by Milton **10 लीटर** के उपापन के क्रम में दर संविदा" अंकित हो, बिड प्राप्ति की अंतिम तिथि 23.12.2022 को दोपहर 12.00

राजस्थान स्टेट गंगानगर शुगर मिल्स लि.,

बजे तक डाक अथवा व्यक्तिशः प्राप्त हो जानी चाहियें। निर्धारित तिथी एवं समय के पश्चात प्राप्त बिड पर कोई विचार नहीं किया जायेगा। प्राप्त बिड्स की तकनीकी बिड दिनांक 23.12.2022 को ही सांय 3.00 बजे उपस्थित बिडर्स/ अधिकृत प्रतिनिधियों के सम्मुख खोली जायेंगी।

13. बिड के साथ निर्धारित बिड शुल्क राशि रु0 590/- 'राजस्थान स्टेट गंगानगर शुगर मिल्स लि., जयपुर' के पक्ष में देय डिमान्ड ड्राफ्ट के रूप में एवं बिड मूल्य का 2 प्रतिशत बोली प्रतिभूति राशि रु 8,000/- का डीमाण्ड ड्राफ्ट बिड के साथ संलग्न करना होगा। बिड शुल्क, बोली प्रतिभूति राशि एवं एनेक्सर-''बी'' के अभाव में किसी बिड पर विचार नहीं किया जायेगा।
14. बिड निर्धारित प्रपत्र पर ही प्रस्तुत करनी होगी, जिसे संस्थान की वेबसाईट www.excise.rajasthan.gov.in या एस.पी.पी.पी. की वेबसाईट www.sppp.rajasthan.gov.in से download किया जा सकता है।
15. सफल बिडर को नियमानुसार नॉन ज्यूडिशियल स्टाम्प पेपर पर लिखित अनुबन्ध निष्पादित करना होगा तथा अनुमानित बिड लागत का 2.5 प्रतिशत कार्य सम्पादन प्रतिभूति राशि के रूप में जमा करानी होगी।
16. बिडर द्वारा संस्थान के समस्त प्रलेखों की गोपनीयता बनाये रखी जायेगी।
17. सफल बिडर द्वारा अनुबंध को सबलेट नहीं किया जायेगा।
18. किसी भी बिड को स्वीकृत/अस्वीकृत करने का अधिकार महाप्रबन्धक, राजस्थान स्टेट गंगानगर शुगर मिल्स लि., जयपुर के पास सुरक्षित रहेगा।
19. टी.डी.एस., सरचार्ज तथा संस्थान सरकार व राज्य सरकार द्वारा लगाये जाने वाले अन्य करों, यदि अनुज्ञेय होगा, के सम्बन्ध में स्रोत पर नियमानुसार कटौती की जा सकेगी, जिसका निर्धारित प्रमाण पत्र सेवाप्रदाता को उपलब्ध करा दिया जायेगा।
20. किसी भी विवाद की स्थिति में महाप्रबन्धक, राजस्थान स्टेट गंगानगर शुगर मिल्स लि. जयपुर का निर्णय अंतिम होगा तथा विवाद का क्षेत्र जयपुर स्थित न्यायालय ही होगा।
21. राजस्थान लोक उपापन में पारदर्शिता अधिनियम 2012 एवं नियम 2013 के प्रावधान प्रभावी होंगे।

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पार्ट-ए : तकनीकी बिड चैक-लिस्ट

संस्थान में Thermosteel Stellar by Milton 10 लीटर के लिए दर अनुबन्ध हेतु बिड

क्र.सं.	विवरण	बिडर द्वारा स्पष्ट शब्दों में भरा जावे
1.	बिडर का नाम एवं पता :-	
2.	बिडर का स्वरूप : व्यक्तिगत / साझेदारी / कम्पनी	
3.	बिडर का जीएसटी न. (प्रतिलिपि संलग्न करें)	
4.	बिडर के मुख्यालय एवं शाखाओं का स्थान व पता	
5.	बिडर का मोबाईल / टेलीफोन / फैक्स / ई-मेल	
6.	PAN Card का विवरण (प्रति संलग्न करें)	
7.	बिड मुल्य का 2 प्रतिभूति बोली प्रतिभूति राशि का डीमाण्ड ड्राफ्ट (डी.डी. की Details का भी उल्लेख करें।)	
8.	बिड प्रपत्र के संलग्नक "बी" अनुसार शपथ पत्र (Enclose Rs 100/- non judicial stamp paper duly notarized)	
9.	बिड शुल्क ₹ 590 का विवरण (जमा की प्रति)	
10.	क्या बिडर फर्म बिड की सभी शर्तों को स्वीकार करता है ?	
11.	बिड प्रपत्र के समस्त पृष्ठों पर हस्ताक्षर मय मोहर	
12.	Bank Account Details :	
	a) Bank Name	
	b) Branch Address	
	c) Account Name	
	d) Bank Account Number	
	e) IFSC Code	

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated..... I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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- (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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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

Doc1

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 (In case of procurement of Goods):** Dividing quantities among more than one bidder at the time of award- As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

राजस्थान स्टेट गंगानगर शुगर मिल्स लि.,

पार्ट-बी : वित्तीय बिड प्रपत्र

क्रमांक : आरएसजीएसएम/ मुख्यालय/ क्रय/ एजीएम/ 2022-23/

दिनांक : 19.12.2022

(अलग सीलबन्द लिफाफे में प्रस्तुत करें, जिस पर वित्तीय बिड अंकन किया हुआ हो)

Thermosteel Stellar by Milton 10 लीटर के उपापन हेतु ऑफलाईन खुली बिड

1. बिडर का नाम : _____

2. बिडर का पता: _____

3. दूरभाष _____

4. बिड में उल्लेखित शर्तों को ध्यानपूर्वक पढ़ें।

क्र. सं.	वस्तु का नाम	मात्रा	दर प्रति नग	GST / अन्य देय कर	कुल दर (प्रति नग) सभी करों सहित एफ0ओ0आर0 मुख्यालय
1.	Thermosteel Stellar by Milton 10 लीटर	200 no's			

दर शब्दों में :-

- उक्त अंकित दरों के अलावा फर्म को किसी भी तरह का कोई भुगतान नहीं किया जायेगा।