



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004(Raj.)

CIN-U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID : dgmpurchase.rsgsm@rajasthan.gov.in

Notice Inviting e-Bid

Rate Contract For Pet Nips (180 ML)

Two Part Online Bid (Single Stage)

Part I

TECHNICAL BID

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

NIB. NO. RSGSM/Pet Nips/RC/2024-25/ Pur/04

Dated 27.06.2024

Pre-bid Meeting	:	On 01.07.2024 at 03.00 PM
Start Date/Time of Bid Submission	:	From 08.07.2024 at 03.00 PM
Last Date/ Time of Download of Bid Form	:	Till 29.07.2024 up to 5.00 PM
Last Date/ Time of upload of the Bid	:	Till 29.07.2024 up to 5.00 PM
Date and time of opening of the Bid	:	On 30.07.2024 at 03.00 PM
Date and time of opening of the Financial Bid	:	To be intimated through E-proc automated messaging system
Price of Bid Documents	:	Rs. 5900/- Including GST
Price of E- Bidding process fee	:	Rs. 2500/-

Rajasthan State Ganganagar Sugar Mills Ltd.

3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004(Raj.)

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

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

NIB NO RSGSM/Pet Nips/RC/2024-25/ Pur/04

Date 27.06.2024

NOTICE INVITING BIDS

1. Single stage online unconditional bids are invited up to 5.00 PM by 29.07.2024 for the procurement of pet nips (180 ml) from manufacturers of the subject matter of procurement on F.O.R. Basis at various reduction centers of Rajasthan State Ganganagar Sugar Mills Limited. Details is as under-

S N	Type	Name of Article	Specifications	Quantity in Lakhs	Bid Security	Validity period of Bid	Place of Delivery and Delivery Period
1.	CL	Pet Nips (180 ML) (Two- stage)	I.S. Specifications	4000	@ 2%	90 days	Annexure-E

2. Bidding Document can be seen at website www.excise.rajasthan.gov.in, <http://sppp.rajasthan.gov.in>. bid form may be seen and downloaded from website 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.

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

क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), 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 हैं।

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

ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन 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।

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 वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।

ज बिड में सभी संशोधन/सूचना बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।

झ केवल बिड दस्तावेज शुल्क, बिड प्रसंस्करण शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड दस्तावेज में चाहे गये मूल शपथ पत्र एवं चैक लिस्ट के अनुसार मूल शपथ पत्र बिड प्रस्तुत करने की अन्तिम दिनांक एवं समय से पूर्व आरएसजीएसएम, मुख्यालय, जयपुर में ऑफलाईन प्रस्तुत किया जाना आवश्यक है। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित

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एवं मोहरबंद कर ऑनलाईन वेबसाईट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें।
ऐसा करने में असफल पाये जाने पर बिडर को अयोग्य घोषित किया जा सकेगा।

- ज 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 वेबसाईट 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.



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004(Raj.)

CIN-U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID : dgmpurchase.rsgsm@rajasthan.gov.in

NIB. NO. RSGSM/Pet Nips/RC/2024-25/ Pur/04

Dated – 27.06.2024

NOTICE INVITING BID

Bids for pet nips 180 ml (Two-stage) are invited from manufacturers. Interested bidders may submit their bids up to 5.00 p.m. of 29.07.2024. 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://excise.rajasthan.gov.in/>, departmental website.

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

<u>Instructions to Bidders:</u>		
1.	NIB No.	RSGSM/Pet Nips/RC/2024-25/ Pur/04
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	Pet Nips (180 ML), rate contract for one year from the date of execution of agreement extendable for further three months.
4.	(i) The price of the Bidding Document	Rs. 5900/- Including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	(ii) e - bid Processing Fees	Rs. 2500/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For clarification purposes only)	Dy. General Manager (Purchase) 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004 (Raj.) Tel. 0141-2740841 Fax :0141-2740676 Email ID : dgmpurchase.rsgsm@rajasthan.gov.in
6.	The Pre-Bid Meeting	On 01.07.2024 at 03.00 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 Special and General terms and conditions and as per Technical Bid Check list.
9.	Bid validity period	90 days from the opening of technical bids.
10.	Bid Security	The amount of Bid Security shall be 2 % of Estimated value of maximum offered quantity through Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, should reach at Head office, Jaipur up to 5.00 PM on 29.07.2024. Bidder is requested to read clause no. 19 of special terms and condition.
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 www.eproc.rajasthan.gov.in up to 5.00 PM on 29.07.2024
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 5.00 PM on 29.07.2024. 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, 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004 (Raj.) at 03.00 PM on 30.07.2024 (on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(Financial Bid)	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of Agreement	Within 15 days from the date of issue of letter of acceptance (LOA).
16.	Work Performance Security	5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.
17.	<i>Appellate Authority</i>	First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. Second : Secretary Finance(Budget)

I/ We _____ (*Name of the bidder*) in the capacity of _____ (*Designation*) as bidder have read all the instructions, NIB details 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 : _____

Residence : _____

Factory : _____

Fax (with STD Code) : _____

E- Mail ID : _____

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Mobile : _____

Statutory Details

GSTN : _____

PAN : _____

Bid Processing Declaration : _____

Bid Fee DD/BC No. & Amount : _____

Bid Security declaration : _____

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.

3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

Special Terms and Conditions

Important Instructions: - 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.

01. Specifications for Pet Nips (CL): -

I.	Nip Size	180 ML Nips
II.	Nominal Capacity	180 ml
III.	Brimful Capacity (ml)	192 ml \pm 3 ml
IV.	Weight(GM) minimum	Two- stage :10.5 Gram (Minimum)
V.	Shape	Oval Shape (as per drawing)
VI.	Size (Dimension)	Two- stage : 128.50 mm x 62.00 mm x 42.50 mm
VII.	Tolerance in size	\pm 1.0mm \pm 0.5mm \pm 0.5mm (As per IS 14537:1998)
VIII.	Topload	11 KG
IX.	Neck Size	25 mm ROPP (standard as per BIS)
X.	Drop Test	2 Meter
XI.	Ribs	6 ribs on all sides as in sample.
XII.	Embossing	CL RAJASTHAN 180 ML RSGSM & Name/Logo of manufacturer

- (a) **Raw material :-** Virgin 'A' grade (Food grade) PET Resin.
- (b) **Certificates required :-** ITRC for Toxic effect with alcohol.
- (c) **Embossed:-** In the bottom of every PET Nip “RSGSM” and "CL-RAJASTHAN" should be embossed.
- (d) Bidder shall have to submit certificate confirming the quality of pet nips as per BIS Specifications 14537: 1998.
- (e) Pet Nips should be clear, colorless and transparent.
- (f) It will also be mandatory to emboss name of supplier firm at the bottom of each bottle/nip.
- (g) If emboss is not found than 2.5% of that particular consignment +18% GST will be charged thereon.
02. **Packing: -** The nips should be packed in such a way that during loading, transportation & unloading no negative effect on shape, breakage, quality, etc. can take place. Every bidder shall have to submit the quantity of pet nips to be contained in one pack invariably.
03. The Pet Nips shall be clean, free from pin holes, foreign particles and undispersed raw material. The Pet Nips should be made of minimum .80IV PET resin.
04. The 'A' grade/ Food grade PET Resin used for manufacturing the Pet Nips should be virgin and non-toxic. Certificate to this effect shall have to be furnished by the Manufacturers with each consignment taken by them. Successful bidder will have to submit a certificate as per annexure "J" with each consignment. In absence of this certificate consignment will not be accepted.

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05. **Rate:-** Single Rate (only two digits will be allowed after decimal point and further escalations also will be given only in two digits after decimal point without rounding off) F.O.R. on godown/warehouse of reduction centers should be quoted in financial bid BOQ (Online). GST shall be shown separately.
06. **Technical Evaluation:-** The bids will technically be evaluated first. The Bidder will have to provide complete Profile of the Company/ organization including audited balance sheets details of Plant & Machinery, Capacity utilization, supply, samples of pet nips and other details as per requirement of check list (Technical Bid). The brief description should also be referred in affidavit as per clause 43 of special condition.
07. **Inspection of factory/ works of the bidder:** The RSGSM Ltd. will be free to carry out sudden inspection of the factory/ works of the bidder before or during the supply contract without prior intimation. If the factory is found un-functional or the details of the plant and machinery if found otherwise than as mentioned in the bid, bid security/security deposit may be forfeited with 18% GST. In case bidder firm has submitted production capacity more than capacity assessment certificate/ completed supply order than periodical inspection shall be made
08. **Resolution of the cases of variation in specification:** The material of below specifications shall not be accepted and shall be liable for rejection and shall be taken back by the supplier at their own expenses within 15 days of issue of letter to this effect.
09. **Inspection of supplied goods:** Bidder firm shall submit 42 samples after issuing of LOA to DGM (P&S). Two samples should be retained in Head Office, two samples will be sent to Laboratory, Jhotwara and other two samples will be sent to individual RC after successful test report by RSGSML Laboratory, Jhotwara as per IS 14537:1998 and specifications as prescribed by RSGSM. RSGSML reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied items at RC or any place even after the final payment. If qualities of supplied goods are not found as per specifications, rejected pet nips shall be deformed (विकृत करना) by incharge of reduction center under its video recording, copy of which (videography) shall be sent to head quarter and then after same may be handed over to supplier. If the supplier will not take the rejected goods within 15 days then RSGSML will be free to destroy/sale the same on the cost of supplier. Cost of destroy/sale shall be decided on actual expenditure incurred reported by Incharge of reduction center. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. On account of rejection no claim shall be accepted.
10. **Verification:** -Verification of every consignment of nips shall be done at RC level as per technical specification and sample provided by HO prima-facia.
11. **Testing: -**
- The sample of Nips from every consignment will be got tested from the RSGSM laboratory, Jhotwara, Jaipur/Government authorized laboratory or empanelled laboratory in RSGSML for all the parameters as specified in bid and contract. The sample of Nips may also get tested as per IS14537:1998 at anytime from Central Institute of Petrochemicals Engineering & Technology (CIPET).
 - If the sample does not conform the specifications given in bid document more than three occasions during entire contract period then in such case contract will

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invariably be terminated without any hearing or giving notice and Performance Security Deposit will be forfeited with 18% GST.

12. **Payment:-** 100% payment of bills shall be released by H.O. Jaipur for supplies made on receipt of verified bills from the RC along with test report from **Jhotwara Laboratory/Government authorized laboratory or empanelled laboratory** dispatch note and receipt note. While verifying the bills, respective RC must check the shape, size, weight, transparency etc.
13. The supplier shall have to adhere strictly to supply schedule. In case of not maintaining supply as per schedule and shortage of material then material may be procured as per rules from any source at any time on the risk and cost of the supplier. If the successful bidder firm is found habitual of making supply with delay then apart from deduction as LD, action may be taken as per provision.
14. **Approximate Quantity :-** The approximate and tentative quantity of subject matter of procurement are as below:-

SN	Type	Item Name	Quantity in lakhs
1	CL	Pet Nips (180 ML) (Two- stage)	4000.00

The approximate quantity may vary as per directives and policies of GOI/GOR.

15. **Estimated Value of Bid:** Total estimated value of bid is as per below table:-

SN	Type	Item Name	Estimated Value excluding GST in lakhs Rs.	Estimated Value with GST (@18%) in lakhs Rs.
1	CL	Pet Nips (180 ML) (Two- stage)	5600.00	6608.00

16. **Change in specification:** The management reserves the right to change the specification, size, design and quantity anytime during the contract period. If the management decides to change in specifications and weight then price of pet nip will be reduced proportionate to decrease in weight.
17. The Bidder shall offer a minimum quantity of 500 Lac nos. of Two- stage Pet Nips. Bid for less than 500 Lacs no's of pet nips in a year (or 41.66 Lacs no's of Two- stage pet nips shall not be considered and the bid shall be liable to rejection. A bidder firm will have to mention both the Minimum and Maximum monthly supply capacity. But Minimum per month capacity should not be less than 41.66 Pet Nips as the case may be. **RSGSM will be free to issue Supply Schedule for the quantity between minimum and maximum capacity mentioned by bidder in its bid.**
18. Total estimated cost, based on total bid quantity, has been calculated ₹ 6608.00 Lakhs, on the basis offered item as mentioned on point no. 15, 2% for bid security amount should be submitted by the bidder. Bidder can also bid part quantity as per condition no. 17 for they have to submit proportionate bid security amount @ 2 % of value of offer quantity.
19. **Experience:** The bidder should have minimum two years' experience in supply of the pet nips. Bidder shall have to enclose factory license & completion certificate for supply issued by any Government /Autonomous / Reputed Private Organization / Department.
20. **Recovery:** Recovery for unsupplied quantity shall be 10% of value of unsupplied quantity and 18% GST on that. Variation up to $\pm 0.5\%$ shall be allowed in total quantity to be supplied for the purpose of completion of the supply order.

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21. If any supplier fails to supply or makes inadequate supply to that of given as supply schedule in consequent three months period without any satisfactory reason, then agreement may be terminated and his security amount will be forfeited with 18% GST.
22. **Period**– The period of rate contract will be of one year and may further be extended on same price, terms and conditions as per RTPP Act, 2012 & RTPP Rules, 13.
23. The Approximate quantity shown is quite indicative and during the period of rate contract it may be decreased or increased as per the requirement of procuring entity.
24. A rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.
25. Management reserves the right to reject the bid of bidders whose report have been found unsatisfactory any time during the supply contract or Bidders, its affiliates and associates, who have been debarred for any reason anytime during the supply contract for any item. Any Manufacturer found manufacturing illicit Nips of RSGSM is liable for legal action/blacklist/debar of the Company.
26. **Breakage/defects:-** Transit breakage/ cost of defective nips shall be borne by supplier which shall be detect during the process of filling and no payment of such defective nips shall be made to the bidder.
27. After filling of the nips if any leakage is found with liability of excise duty, the sale price of such the nips and administrative charges @10% of the selling price + cost of carton shall be recovered from the supplier and same may be deducted from their bills, otherwise actual loss will be recovered from the supplier.
28. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
29. The financial bid of such the bidders whose technical bid is found Qualified shall only be opened on later date which shall be communicated through eproc automated messaging system.
30. Bidder should enclose certified copy of all the required documents as per checklist and affidavits enclosed with Bid form.
31. The monthly/fortnightly supply schedule for quantities shall be given from time to time as per requirement. As per the demand and requirement, supply schedule can be issued for a period of less than 10 days in the middle and end of the month.
32. No any charges of making mold will be reimbursed by RSGSM. A period upto 30 days from the issuance of Letter of Acceptance (LoA) will be allowed to only new bidder, if any, for making molds. All such bidders who are not on the approved list of existing rate contract of 2023-24 will be considered as new bidder for this purpose.
33. 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.
34. Every bidder shall have to provide its per day and per month production capacity and shall submit evidence/proof in support of justification of offered production capacity as valid capacity assessment certificated issued by concerned MSME/ District Industries Centre of Rajasthan or satisfactory completion certificate of supply exceeded to that of capacity made against supply schedule / purchase order in any Government /Autonomous / Reputed Private Organization / Department or capacity assessment certificate issued by a Chartered Engineer along with bid. A brief description will have to be given in the affidavit also (refer special condition no. 43).

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35. The average turnover of bidder in pet nips should be at least 500.00 Lakhs per year in last three previous years in support of which bidder shall have to submit copy of complete audit report of last 3 previous year & turnover certificate issued by CA. A brief description will have to be given in the affidavit also (refer special condition no. 43)
36. Every Bidder shall have to submit registration certificate stating the manufacturing of subject matter of procurement (Pet Nips 180 ML) issued by Industries Department so as to justify the status of MSME unit.
37. **Dividing quantities among more than one bidder at the time of award-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.
- उपापन हेतु समस्त परिमाण उस बोली लगाने वाले (एल-1 बिडर) से उपाप्त किये जायेंगे जिसकी बोली स्वीकार की गयी है। यदि एल-1 बिडर, जिसकी बोली स्वीकार की गयी है, द्वारा प्रस्तावित परिमाण मात्रा उपापन संस्था (आरएसजीएसएम) की बिड में दर्शाई अनुमानित मात्रा से कम रहती है तो उस स्थिति में ही द्वितीय निम्नतम बोली लगाने वाले या उसी क्रम में और भी बोली लगाने वालों को शेष मात्रा कय हेतु प्रति प्रस्ताव उस सीमा तक दिया जावेगा जबकि बिड की अनुमानित मात्रा की आपूर्ति सुनिश्चित हो जाती है।
38. **Financial Evaluation:** The item wise rate up to two decimal point (excluding GST) offered by bidder shall be taken into consideration for determination of L1.
39. **If there is any contradiction in provision of general terms and conditions and that of in 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 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.
40. Please read carefully and comply: -
- Annexure A:** Compliance with the Code of Integrity and No. Conflict of Interest
 - Annexure B:** Declaration by Bidder regarding Qualifications
 - Annexure C:** Grievance Redressal during Procurement Process
 - Annexure D:** Additional Conditions of Contract
 - Annexure E:** List of Reduction center of RSGSM
 - Annexure F:** Manufacturer's Authorizations
 - Annexure G:** Technical Bid Submission Sheet
 - Annexure H:** Agreement
 - Annexure I:** Form B

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41. Technical bid shall be uploaded with documents as mentioned below: -

- (a) Scanned copy of bid document.
- (b) Scanned copy of D.D. of Processing fees, Bid form fee and Bid Security declaration.
- (c) Attested copy of documents mentioned in Technical Bid Check List.

42. **Every bidder shall have to provide an affidavit duly notarized on non-judicial stamp paper of Rs. 100/- failing which the bid will out rightly be rejected :-**

- a. That the production capacity of the plant and machinery installed in the unit is -----
-- lakhs pet nips 180 ML per shift per annum and all the production capacity relates to Two- stage.
- b. That the production capacity of the plant and machinery installed in the unit is -----
-- lakhs pet nips 180 ML per shift per month and all the production capacity relates to Two- stage.
- c. That we usually run the unit in single/double/triple shifts every day and labour laws & related norms are being complied in case of extra shift.
- d. That out of the total production capacity of the unit, we are making supply up to the extent of ----- lakhs pet nips 180 ML to other vendors except to RSGSM. The abstract of such supply can be previewed from documents annexed with balance sheet.
- e. That the average turnover of the bidder firm for pet nips is more than Rs. 500 Lakhs per year during any two years amongst last three years.
- f. That the bidder has minimum two years experience in manufacturing of Pet nips.
- g. That the supporting documents in this regard have been uploaded and above declarations are true and correct and nothing has been revealed or manipulated.

43. If any declaration given by the bidder after taking oath is found false or manipulated later on then the bid of such bidders shall be cancelled at the moment with forfeiture of bid security or performance security deposit whatsoever and the bidder shall be debarred from participation in bid in future for a period not exceeding three years, further legal proceedings shall be initiated against such bidders.

44. Schedule for supply of subject matter of procurement may be issued to successful bidder even on the last day of existing rate contract / agreement. In such cases the supply shall be made by bidder in due course.

45. Deduction clause:

- i) Variation in minimum weight of the bottle (on lower side):-
 - a) No variation allowed in minimum weight at the time of delivery of consignment, if variation found consignment will be out rightly rejected.
 - b) In case of sudden inspection/random sampling if variation found in weight on lower side deduction 30% + applicable GST of consignment shall be made.
- ii) Non transparent bottles due to any colour/ shade/ tinge in the bottle :-
 - a) If supplied nips are non-transparent due to any colour/ shade/ tinge in the bottle found at the time of delivery of consignment, consignment will be out rightly rejected.
 - b) In case of sudden inspection/random sampling non-transparent bottles found due to any colour/ shade /tinge, deduction 50% + applicable GST of consignment shall be made.

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iii) Colour/ shade/ tinge in the neck of the bottle

- a) No Colour/ shade/ tinge in the neck of the bottle allowed at the time of delivery of consignment, consignment will be out rightly rejected.
- b) In case of sudden inspection/random sampling colour/ shade/ tinge found in the neck of the bottle, a deduction of 30%+ GST of consignment shall be made.

iv) Foreign particles in the bottle

- a) If foreign articles found in nips at the time of delivery of consignment, consignment will be out rightly rejected.
- b) In case of sudden inspection/random sampling foreign particles found in the bottle (on any surface inside or outside) a deduction of 50% + GST of consignment shall be made.

v) Pin holes in the bottle:-

- a) Pin holes (in the bottle supplied) found at the time of delivery of consignment, consignment will be out rightly rejected.
- b) In case if pin holes is/are found in the bottle supplied) at the time of filling/ sudden inspection, a deduction of 50% + GST of consignment shall be made (due to spirit loss).

The RC In charge shall invariably report regarding any colour, shade, foreign particles pin holes or all in the bottles in the verification of the bills without which the bills shall not be cleared for payment.

In case the unit in charge fails to report any colour, shade, foreign particles, pin holes in the bottles in the verification of the bills and during the visit of officers from head office it is found that there is colour, shade, foreign particles, pin holes in the bottles the RC in charge shall be liable for disciplinary action including penal action for the amount not deducted due to non-reporting.

46. Purchase Orders of the suppliers whose supply is found non satisfactory due to any of the above reasons even once may be cancelled and the performance security forfeited along with debarment proceedings at the sole discretion of the management.
47. **Cancellation: In case RSGSM does not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.**
48. संस्थान द्वारा B.O.T. हेतु जारी निविदाओं क्रमांक RSGSM/BOT OF MACHINE/OCB/2024-25/ PUR/60 दिनांक 15.03.2024, क्रमांक RSGSM/BOT OF MACHINE/OCB/2024-25/ PUR/59 दिनांक 15.03.2024 एवं RSGSM/BOT OF MACHINE/RC/2023-24/ PUR/43 दिनांक 11.01.2024 के फलस्वरूप निविदा/अनुबन्ध की अनुमानित मात्रा में कमी/वृद्धि अथवा निरस्त की जा सकती है।

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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 he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. Rates quoted must be inclusive of all charges 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 at the end of each page of bid document as token of his acceptance of all the terms and conditions and then will upload it.
8. **Bid security-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

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- 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 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;

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- 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 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) Performance security more than Rs. 10.00 Lac shall be furnished in any one of the following forms-
 - i) Bank Draft or Banker's Cheque of a scheduled bank;
 - ii) Bank guarantee/s of a scheduled bank. It 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

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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/- at its cost.

11. Bid shall be valid

- a) 90 days from the opening of technical bids.
- b) Subsequent to acceptance of bid, the rate shall remain valid throughout the contract Period or for the period for which bids are invited whichever is higher.

12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

14. The bids should be submitted along with samples, if required.

15. Liquidated Damages:

- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the Bidder fails to execute the order/contract within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
 - a) Delay up to one fourth period of the prescribed delivery period – 2.5%
+ 18% GST

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- 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 bidder 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/ bidder, 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, his Bid Security is liable to be forfeited with 18% GST.

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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 work order, without thereby incurring any liability to the bidders.
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)

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	Name of the Manufacturer Firm of 180 ML Pet Nips	_____	
2)	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	_____	
3)	Address: - i. Office Address, Phone No, Fax No, Email ii. Factory Address Phone No, Fax No, Email	_____ _____ _____	
4)	Manufacturer of 180 ML Pet Nips and registered with the Industries Department (kindly indicate Udyam Registration No. issued by the ministry of MSME, GOI.) (Enclose valid latest registration certificate issued by ministry of MSME, GOI)		
5)	Factory owned or taken on lease/ Rent (Copy of Ownership / Lease Deed registered with competent authority/ Rent agreement)		
6)	Power/ Electricity Connection (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)		
7)	GSTN (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)		
8)	Latest GST challan /Return (Enclose Payment copy of latest Challan of last quarter)		
9)	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
10)	Bid security amount (Mention details)		
11)	Affidavit cum Annexure 'B' of Bid Document (On Rs 100/- Non-Judicial Stamp Paper Duly Notarized)		
12)	i) Whether Affidavit as per Annexure – I have been submitted along with the bid security. ii) Whether Certificate have been submitted to the effect that if any work is awarded to them then they will make the supply confirming the quality of pet nips as per IS Specification 14537:1998? iii) Whether the affidavit have been submitted in respect of Special Condition No. 46 of this bid document?		
13)	List of Plant and Machinery Installed in the factory along with the purchase price, date of purchase, quantity and mechanism Single- stage or Two- stage. LIST OF MACHINERIES 1. 2. 3. 4.		

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	5. 6. (Enclose copy of relevant Invoices) (All machineries should be in the factory premises in working condition. The Bidder shall not assign or sublet his contract or any part thereof to any other agency)					
14)	a) Production Capacity i. Per day ii. Per Month b) Whether <u>valid Capacity Assessment Certificate</u> issued by concerned MSME/ Valid certificate of District Industries Centre of Rajasthan or satisfactory completion certificate of supply exceeded to that of capacity made against supply schedule / purchase order in any Government /Autonomous / Reputed Private Organization / Department or capacity assessment certificate issued by a Chartered Engineer along with bid. In absence of the same, bid shall be rejected prima-facie. [As required in special condition no. 34]					
15)	Certificate for minimum two years' experience of production of pet nips					
16)	a) Whether the bidder have submitted its turnover? b) If yes whether the turnover is of average 500.00 Lakhs per year in any two years out of last three years? c) Whether in support of turnover, bidder firm has submitted copy of last 3 previous year complete audited report? (As required in special conditions no 35) d) Whether in support of turnover, bidder firm has submitted turnover certificate by CA					
17)	Name of users to whom supplies have been made in the last two years (Enclose satisfactory supply certificate)					
18)	a) A certificate from CA in respect of book value of plant and machinery of bidder firm which should not be older than one month from date of issue of NIB. b) A certificate from CA in respect of the average turnover of bidder in <u>pet nips</u> should be at least 500.00 Lakhs per year in last three previous years.					
19)	Bidder shall specify the process of manufacturing of 180 ML Pet Nips i.e. through single or through Two- stage process and also submit the evidence in support of it.					
20)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Offered Quantity (As required in special conditions no 18)</td> <td style="width: 10%;">CL</td> <td style="width: 60%;">Two- stage Pet Nips</td> </tr> </table>	Offered Quantity (As required in special conditions no 18)	CL	Two- stage Pet Nips		
Offered Quantity (As required in special conditions no 18)	CL	Two- stage Pet Nips				
21)	Whether bidder has quality management system certificates like ISO 9001?					
22)	Duly Signed And Sealed Bid Document Uploaded?					

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

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Rajasthan State Ganganagar Sugar Mills Ltd.

(To be submitted on non-judicial stamp paper of Rs. 100/-)

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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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 Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

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Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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.

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List of Reduction center of RSGSM

Annexure –E

For Double Stage

S. No	<u>Name of Reduction Center</u>
1)	Jhotwara (Jaipur)
2)	Sikar
3)	Jhunjhunu
4)	Ajmer
5)	Bhilwara
6)	Udaipur
7)	Mandore (Jodhpur)
8)	Sirohi
9)	Bharatpur
10)	Sawaimadhopur
11)	Alwar
12)	Dholpur
13)	Kota
14)	Bundicity
15)	Baran
16)	Hanumangarh
17)	Khara, (Bikaner)

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'F'

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

Manufacturer's Authorizations

NIB. NO. RSGSM/Pet Nips/RC/2024-25/ Pur/04

Dated: **27.06.2024**

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

WHEREAS

We, who are official Manufacturers of Pet Nips 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 Pet Nips, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend that the goods supplied by us shall be free from defects arising from any act or omission by us or arising in design, materials and workmanship, under normal use, with respect to the Goods offered by us in reply to this Invitation for Bids.

Name _____

In the capacity of : _____

Signed _____

Duly authorized to sign the Authorizations for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'G'

Technical Bid Submission Sheet

NIB. NO. RSGSM/Pet Nips/RC/2024-25/ Pur/04

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 Pet Nips.
- b. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- d. Our firm, for any part of the Contract, have nationalities from the eligible countries
- e. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- f. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: _____

In the capacity of : _____

Signed : _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Tel: _____ Fax: _____ e-mail: _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'H'
SR FORM-17

AGREEMENT

(See Rule 68)

An agreement made thisday ofbetween (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:-

Rajasthan State Ganganagar Sugar Mills Ltd.

1. _____
2. _____
3. _____

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

a) From to

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

S. No.	Items Quantity	Delivery period
a)	Delay up to one fourth period of the prescribed delivery period.	2½% + 18% GST
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
d)	Delay exceeding three fourth of the prescribed delivery period.	10% + 18% GST

Note :

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of201.....

Signature of the approved supplier.

Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd.
Dy. General Manager (Purchase)

Date:

Witness No. 1

Witness No.2

Date:

Witness No. 1

Witness No.2

Rajasthan State Ganganagar Sugar Mills Ltd.

ANNEXURE-I

Form B
Format of Affidavit
(On Rs. 100/- non-judicial stamp)
(See NIB clause 3(ii))

I.....S/o.....Aged.....Yrs.....
... residing at..... Proprietor/Partner/Director/
Authorized Signatory of M/s..... do hereby
solemnly affirm and declare that:-

(a) My/Our above noted enterprises M/s.....has
been issued acknowledgement of Entrepreneurial Memorandum Part-II by the
District Industries Centre..... The acknowledgement No. is
.....dated..... and has been issued for manufacture of
following items:

Name of Item	Production Capacity (Yearly)
--------------	------------------------------

- (i)
- (ii)
- (iii)
- (iv)
- (v)

(b) My/our above noted acknowledgement of Entrepreneurial Memorandum Party-II has
not been cancelled or withdrawn by the Industries Department and that the enterprise is
regularly manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully
equipped to manufacture the above noted items.

Place_____

Signature of
Proprietor/Partner/Director/ Authorized Signatory
with Rubber Stamp and date

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure "J"

TO WHOM SO EVER IT MAY CONCERN

PET Resin quality Certificate

This is to certify that virgin "A" Grade (Food Grade). 80IV (bottle grade) Pet Resin is use for manufacturing of Pet Bottles which may be used to pack different food products including alcoholic beverages. It is also certified that material used in Pet Bottles is ITRC approved for toxic effect with Alcoholic Liquor, for the material supplied in bill no ----- Date----- to RSGSM Ltd. Destination----- having Batch No----- & date of manufacturing----- Quantity----- . This is based on industrial Toxicology Research Center, Lucknow (ITRC)/ CFTRI Certificate (copy enclosed) provided by M/s -----

The bottles supplied are in accordance to IS 14537:1998 of BIS and Tender Conditions for the year 2016-17.

We are responsible for any shortage found in respect of virgin "A" Grade and others, if any.

(Authorized Signatory)

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure "K"

