

# **Rajasthan State Ganganagar Sugar Mills Limited**

Regd. Office: 3<sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

RAJASTHAN

CIN-U15421RJ1945SGC000285

Tel. No. 0141-2740841 Website: [www.excise.rajasthan.gov.in](http://www.excise.rajasthan.gov.in)

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

## **Short Notice Inviting e-Bid**

### **RATE CONTRACT FOR PROCUREMENT OF BOPP TAPE**

#### **Two Part Online Bid (Single Stage) Part I TECHNICAL BID**

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

**NIB. NO. RSGSM/BOPP Tape/RC/2023-24/ Pur/ 41**

**Date 06.12.2023**

<b>The Pre-Bid Meeting</b>	<b>:</b>	<b>On 08.12.2023 at 11.00 AM</b>
<b>Bid Submission Start Date And Time</b>	<b>:</b>	<b>From 12.12.2023 at 03.00 PM</b>
<b>Last Date/ Time of Download of Tender Form</b>	<b>:</b>	<b>Till 26.12.2023 up to 5.00 PM</b>
<b>Last Date/ Time of upload of the Bid</b>	<b>:</b>	<b>Till 26.12.2023 up to 5.00 PM</b>
<b>Date and time of opening of the Bid</b>	<b>:</b>	<b>On 27.12.2023 at 3.30 PM</b>
<b>Date and time of opening of the Financial Bid</b>	<b>:</b>	<b>To be intimated through eproc automated messaging system</b>
<b>Price of Tender Documents</b>	<b>:</b>	<b>Rs. 2360/- including GST</b>
<b>Price of E- Tendering process fee</b>	<b>:</b>	<b>Rs. 2000/-</b>

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## SHORT NOTICE INVITING BIDS

NIB No. RSGSM/BOPP Tape/RC/2023-24/ Pur/ 41

Date 06.12.2023

1. Two part online unconditional bids are invited for the procurement of BOPP Tape from manufacturers of the subject matter of procurement on F.O.R. basis at various reduction centers of Rajasthan State Ganganagar Sugar Mills Limited up to 5.00 PM by 06.12.2023 as listed below:-

S N	Name of Article	Specifications	Quantity in No. of Rolls	Bid Security	Validity period of Bids	Place of Delivery
1	BOPP Tape	As given in Bid Document	1.55 Lakhs	Bid security @2%	90 days	Annexure-E

2. *Provisions regarding purchase preference in procurement of Bopp Tape from Micro, Small, and medium enterprises will be applicable as per notification no. F.1(8)/FD/GF&AR/2011 Dated 19.11.2015.*

- a. In order to seek Purchase Preference under the notification, an application, in prescribed form, shall be submitted by the local enterprises to the General Manager, District Industries Centre of the district concerned or to the officer nominated by industry department, who, after due diligent examination, shall issue verification certificate for the same.
- b. Every micro, small and medium enterprises shall be required to submit an affidavit on Rs. 100/- non-judicial stamp, in the form B (annexure- I) along with the duly filled bid document, to the procuring entity. In the absence of above form B, a bidder will not able to claim purchase preference.

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

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

क. बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिड दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।

ख. बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट 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 फॉर्मेट 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-प्रोक्यूरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।
- ज. बिड में सभी संशोधन बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ. बिड शुल्क रु. 2360 मय जीएसटी, बोली प्रतिभूति राशि (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 2000 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड प्रपत्र / चैक-लिस्ट के अनुसार आवश्यक शपथ पत्र (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएम 3<sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari-302004 में जमा कराना होगा, जिसके अभाव में तकनीकी बिड खोला जाना संभव नहीं हो सकेगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ. बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को अयोग्य घोषित किया जा सकेगा।

**Dy. General Manager(Purchase)**

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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

RAJASTHAN

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**NIB No. RSGSM/BOPP Tape/RC/2023-24/ Pur/ 41**

**Date 06.12.2023**

**SHORT NOTICE INVITING BID**

Bids for BOPP Tape are invited from manufacturers. Interested bidders may submit their bids up to 05.00 p.m. of 26.12.2023. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://rajexcise.gov.in/>, departmental website.

UBN:

**Dy. General Manager (Purchase)**

<b><u>Instructions to bidders:</u></b>		
1.	NIB No.	RSGSM/BOPP Tape/RC/2023-24/ Pur/
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	BOPP Tape, 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	<b>Rs. 2360 Including GST</b> as the case may be 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. 2000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For <b>clarification purposes</b> only)	Dy. General Manager (Purchase) 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004
6.	The Pre-Bid Meeting	On 08.12.2023 at 11.00 AM
7.	The language of the Bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As Detailed in Technical Bid Check list
9.	Bid validity period	90 days from the opening of technical bids.
10.	Bid Security	Bid Security @2% shall be required and should reach at Head office, Jaipur up to 05.00 PM on 26.12.2023
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm
12.	Downloading of Bids	From Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 5.00 PM on 26.12.2023
13.	Submission of Bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Up to 5.00 PM on 26.12.2023. Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of Bids (a) Technical Bid	Board room of RSGSM, 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004 at 03.30 PM on 27.12.2023 (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )
	(Financial Bid)	To be intimated through <a href="http://eproc.rajasthan.gov.in">eproc.rajasthan.gov.in</a> 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>	<b>First:</b> Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. <b>Second:</b> Secretary, Finance (Budget)

I/ We \_\_\_\_\_ (*Name of the bidder*) in the capacity of (*Designation*) as bidder have read the instructions, NIB and all the terms and conditions of Bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof. Details of the bidding firm/company are as below:

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

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

: \_\_\_\_\_

: \_\_\_\_\_

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

: \_\_\_\_\_

: \_\_\_\_\_

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

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

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

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

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

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

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

#### **Statuary Details**

GST IN : \_\_\_\_\_

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

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

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 wherever necessary and strike out whichever is not applicable)

## 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 / Rules shall prevail.

**1. Specifications: -**

**a) BOPP tape:**

a)	Thickness of film	:	23 Micro $\pm$ 1
b)	Thickness of Adhesive	:	18 Micron $\pm$ 1
c)	Total Thickness	:	41 $\pm$ 2 Micron
d)	Elongation	:	75- 100%
e)	Adhesive Material	:	Water Acrylic
f)	Width	:	48 mm
g)	Length	:	130 meters length each roll brown colour with printed name of RSGSM Ltd., in Red Colour and Font size as approved by RSGSM, with Logo

2. The supplier shall have to ensure proper quality as per specification of BOPP Tape supplied. In case of testing of BOPP Tape found below standard, the deduction shall be made from the bills in following manner: -
- As per parameter adhesive thickness minimum  $18 \pm 1\%$  micro acrylic adhesive total adhesive thickness lower than 17 but up to 16.2 micron adhesive thickness, shall be accepted with deduction of 10%.
  - Variation up to 5.0% in total length in lower side @10 % + GST.
  - Variation above 5.0% in total length, the supply shall be liable to be rejected at the risk & cost of supplier.
  - However, in case of certain exigency, if the material of below specification (beyond permissible limits) is consumed with the permission of Head Office, DIC shall have power to decide deduction as well as quantum of penalty on account of supply of substandard material.
3. **Rate:** - Single Rate F.O.R. on godown /warehouse of reduction centers should be quoted in financial bid (Online). GST amount should be shown separately, if GST will not be shown separately, it will be assumed that the given rate is including GST.
4. **Technical Evaluation:** - The bids will be 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 and other details as per requirement of checklist (Technical Bid).

5. **Resolution of the cases of variation in specification beyond permissible limits:** Subject matter of procurement having variation beyond permissible limits to prescribed specifications then supply 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.
6. **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.
7. **Inspection of supplied goods by the bidder:** Company 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 up to the mark, rejected item shall be deformed (विकृत करना) by in charge 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 company 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 In charge 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 any claim shall be accepted.
8. **Verification:-** Verification of every consignment of bopp tape shall be done on random basis at RC level.
9. **Payment:** - 100% payment of bills shall be released by H.O. Jaipur for supplies made on receipt of verified bills from the reduction center along with test report from Jhotwara/ Authorized Laboratory dispatch note and receipt note. While verifying the bills, respective reduction center must check the shape, size, weight, transparency etc.
10. **Testing :-**
  - i. The sample of subject matter of procurement from every consignment will be got tested from the RSGSM laboratory, Jhotwara, Jaipur /Government authorized laboratory or any reputed Private laboratory for all the parameters as specified in bid and contract. If supplier's representative is not available within three days on receipt of consignment, the Company shall have right to draw the necessary sample and get it tested. In this case, the supplier shall not claim any benefit, on ground of the absence. The testing fee paid shall be borne by the Company. In case of rejection of article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.
  - ii. The company may get tested the sample of subject matter of procurement from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories).

- iii. After testing of sample if it is found that sample does not confirm the specifications given in bid document at more than three occasions under this contract, in that case, Security Deposit will be forfeited with 18% GST and contract will invariably be terminated without any hearing or giving notice.
11. **Approximate Quantity:-** The approximate and tentative quantity of subject matter of procurement is 1,55,000 Roll of BOPP Tape of subject to variation as per Rajasthan Government directives and policies.
- The quantity of supply of subject matter of procurement may be within variance of  $\pm$  1% of supply schedule.
12. **Estimated Value of Bid:** Total estimated value of bid is approx. Rs. 100.60 lakhs including GST.
13. **Period**—The period of rate contract shall be one year and that may be extended on same price, terms and conditions for a period not exceeding 3 months.
14. Supplier should be a manufacturing company/Firm.
15. कुल बिड मात्रा अनुसार रूपये 100.60 लाख (जीएसटी सहित) अनुमानित धनराशि का आकलन किया गया है। उक्त आधार पर ऑफर मात्रा मूल्य की 2 प्रतिशत बोली प्रतिभूति राशि जमा कराना होगा।
16. **Recovery:** Recovery for unsupplied quantity shall be 10% of value of unsupplied quantity and 18% GST on that.
17. **Risk and cost:-** 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 from any source at any time on the risk and cost of the supplier.
18. If any supplier fails to supply or makes inadequate supply to that of given as per supply schedule in consequent three months period without any satisfactory reason, then agreement could be terminated and his security amount will be forfeited with 18% GST.
19. **Variation in quantity:** variation up to  $\pm$  1% shall be allowed in total quantity to be supplied for the purpose of completion of the supply order.
20. 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 Bopp tape of RSGSM is liable for legal action by the Company.
21. Management reserves the right to give Bidders applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the bid conditions, the Bidder shall be given further order.
22. **Breakage/defects:-** Transit breakage/ cost of defective item shall be borne by supplier which shall be detected during the process of filling and no payment of such defective item shall be made to the bidder.
23. Bidder should enclose certified copy of all the required document as per checklist enclosed with Bid form.

24. The monthly supply schedule for quantities shall be given from time to time as per requirement.
25. 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 in bopp tape such as work orders of Government/Autonomous bodies/ Private firms under which supply has been made in each year for last two years exceeded to that of offered capacity.
26. Every Bidder shall have to submit registration certificate stating the manufacturing of subject matter of procurement (Bopp tape) issued by Industries Department, Rajasthan so as to justify the status of MSME unit for availing the benefit of Bid Security at reduced rate @ 0.5% of the estimated value of the offered maximum quantity.
27. The turnover of bidder in BOPP Tape should be average 30.00 Lakhs of last three previous financial years, in support of which bidder shall have to submit copy of final accounts audited by CA/turnover certificate issued by CA.
28. Bidder should offer a minimum 33 % quantity of subject matter of procurement in bid. Offered quantity less than 33 % quantity of bid shall not be considered and the bid shall be liable for rejection.
29. **Calculation of LD:** If supplies are taken at more than one place during one supply schedule then total supplies received at various places after the period of supply schedule shall be considered for calculating Liquidated Damages.
30. **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.
31. **Cancellation:** In case RSGSM do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.
32. Please read carefully and comply :-
  - Annexure A:** Compliance with the Code of Integrity and No. Conflict of Interest
  - Annexure B:** Declaration by Bidders
  - Annexure C:** Grievance Redressal during Procurement Process
  - Annexure D:** Additional Conditions of Contract
33. Technical bid shall be uploaded with documents as mentioned below :-
  - (a) Scanned copy of Bid Document
  - (b) Scanned copy of D.D. of Bid Security, Processing fees, Bid form fee
  - (c) Attested copy of documents mentioned in Technical Bid Check List
34. Successful bidder shall have to provide an affidavit clearly stating that BOPP Tape duly printed the name of RSGSM being supplied to RSGSM shall not be provided to

any Company/person/etc. If at any stage duly printed the name of RSGSM it is found that such BOPP Tape have been given to anybody other than RSGSM the supplier shall be charged for breach of contract and shall be liable for penalty as provided by law.

35. The production capacity of the manufacturer shall be inspected by RSGSM to ensure that required capacity to produce and supply as per requirement of RSGSM exists with the supplier firm. The quantity offered by the Bidder should be commensurate with the production capacity. Such supplier/Bidder whose production capacity is found, after due inspection, to be insufficient shall not be considered for placing supply order by RSGSM.
36. **A Bidder has to submit on affidavit mentioning that any supply of BOPP Tape supplied by his/her firm/company had never been rejected more than three times at any unit/ RC on account of sub-standard quality under any rate contract issued by RSGSM Limited. If affidavit is proved false bid/contract shall be rejected (प्रारूप अनुसार).**
37. No counter condition shall be accepted.
38. निष्पादित अनुबंध/दर संविदा के अधीन दर संविदा की अन्तिम तिथि को भी सफल बिडर को शिड्यूल जारी किया जा सकता है। ऐसी स्थिति में शिड्यूल की आपूर्ति निर्धारित समयावधि में प्राप्त की जा सकेगी।
39. **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.**
40. **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.

**Purchase preference shall be given to local enterprises for 80% of the bid quantity, in such a situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate received.**

उपापन हेतु समस्त परिमाण उस बोली लगाने वाले से उपाप्त किये जायेंगे जिसकी (एल-1 बिडर) बोली स्वीकार की गयी है। यदि एल-1 बिडर, जिसकी बोली स्वीकार की गयी 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।

**Rajasthan State Ganganagar Sugar Mills Limited**  
**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 and upload Bid Form at the end of each page as token of his acceptance of all the terms and conditions. In absence of this bid shall not be considered.
8. **Bid security-**
  - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

- ii. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, 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;
  - 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 **5%**, 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) 3 [Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2023, the performance security shall be taken as under: -
  - (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
  - (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small-Scale Industries of Rajasthan; and
  - (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR).]
- d) Performance security amount 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 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 as per directive of GOR.

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

**Notes :**

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

- made under any law for the time being in force or from any other bills outstanding with the Company.
- (d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
16. In the event of breach of the contract at any time on the part of the contractor/supplier, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. 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.
19. **Procuring entity's right to accept or reject any or all bids-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
20. 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.
21. 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.
22. 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.

## **CHECK LIST (TECHNICAL BID)**

### **To be filled by the bidder**

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

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	<b>Name of the Manufacturer</b>	_____	
2)	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	_____	
3)	<b>Address: -</b> 1. <b>Office Address, Phone No, Fax No, Email</b>  2. <b>Factory Address Phone No, Fax No, Email</b>	_____ _____ _____ _____ _____ _____ _____	
4)	<b>Manufacturer of Subject matter of procurement and registered with the Industries Department (kindly indicate Udyam Registration No. issued by the ministry of MSME, GOI.)</b> (Enclose valid latest registration certificate issued by ministry of MSME, GOI)		
5)	<b>Factory owned or taken on lease/ Rent</b> (Copy of Ownership / Lease Deed registered with competent authority/ Rent agreement)		
6)	<b>Power/ Electric Connection</b> (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)		
7)	<b>GSTIN</b> <b>(Registration with the Sales Tax Department)</b> (Enclose Copy of Certificates of GSTIN)		
8)	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)		
9)	<b>Offered quantity of Bopp Tape</b> (As required in special conditions no 28)		
10)	<b>Bid security Amount</b> (Mention details)		
11)	<b>Affidavit as per Annexure B</b> (Enclose Rs 100/- non judicial stamp Paper duly Notarized)		
12)	<b>List of Plant and Machinery Installed in the factory along with the purchase price, date of purchase and quantity</b> <b>LIST OF MACHINERIES</b> 1. .... 2. .... 3. .... 4. ....		

	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)		
13)	a) <b>Production Capacity</b> ii) Per day iii) Per Month b) Whether work orders of Government/Autonomous bodies/ Private firms under which supply has been made in each year for last two years exceeded to that of offered capacity enclosed. (As required in special conditions no 25)		
14)	a) Whether the bidder have submitted its turnover? b) If yes whether in BOPP Tape should be average 30.00 Lakhs of last three previous financial years, in support of which bidder shall have to submit copy of final accounts audited by CA? c) Whether in support turnover, bidder have submitted copy of final accounts audited by CA? d) A certificate from CA in respect of the average turnover of bidder in <u>BOPP Tape</u> should be at least 30.00 Lakhs of last three previous financial years. (As required in special conditions no 27)		
15)	<b>Affidavit for SSI Unit (From B) Annexure "J"</b> (On Rs 100/- non judicial stamp Paper duly Notarized)		
16)	<b>Affidavit as per annexure H</b> (On Rs 100/- non judicial stamp Paper duly Notarized)		
17)	<b>Duly Signed Bid Document Uploaded</b>	<b>Yes/No</b>	

**Rajasthan State Ganganagar Sugar Mills Ltd.****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 anticompetitive 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 the 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 proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

**Declaration by the Bidder**

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

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:

01. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
02. 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;
03. 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;
04. 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 qualification to enter into a procurement contract within a period of three year preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding.
05. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially effects fair competition.

Date :

Place:

Signature of bidder

Name

Designation

Address

### **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 the render , 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 have 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 endeavor to dispose if 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 case**

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 negotiation;
- (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.

- (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 authorized 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 of 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 of 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 I above shall also be placed on the State public procurement portal.

### 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.

## **List of Reduction centre of RSGSM**

### **Annexure -E**

<b>S. No</b>	<b><u>Name of Reduction centre</u></b>
01.	Jhotwara (Jaipur)
02.	Sikar
03.	Jhunjhunu
04.	Ajmer
05.	Bhilwara
06.	Udaipur
07.	Mandore (Jodhpur)
08	Sirohi
09.	Bharatpur
10.	Sawaimadhopur
11.	Alwar
12.	Dholpur
13	Kota
14.	Bundicity
15.	Baran
16.	Hanumangarh
17.	Khara, (Bikaner)

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

**Manufacturer's Authorization**

NIB. NO. RSGSM/BOPP Tape/RC/2023-24/ Pur/ 41

Dated: 06.12.2023

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

**WHEREAS**

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Date \_\_\_\_\_

## Technical Bid Submission Sheet

NIB. NO. RSGSM/BOPP Tape/RC/2023-24/ Pur/ 41

Dated: 06.12.2023

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 BOPP Tape.
- b. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 2.5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- d. Our firm, for any part of the Contract, have nationalities from the eligible countries
- e. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- f. Our firm, its affiliates or subsidiaries, including any 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 n to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

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

शपथ—पत्र

मैं/हम/फर्म/कम्पनी (नाम) ..... पता.....

.....

शपथपूर्वक यह घोषणा करता हूँ/करते हैं कि विगत वर्षों में राजस्थान स्टेट गंगानगर शुगर मिल्स लि० एवम् हमारी फर्म/कम्पनी के मध्य निष्पादित किसी भी संविदा/दर संविदा के तहत राजस्थान स्टेट गंगानगर शुगर मिल्स लि० के अधीनस्थ किसी भी मदिरालय पर संविदा/दर अनुबंध की विहित अवधि के दौरान प्रदत्त विभिन्न क्रयादेशों के तहत आपूर्ति बीओपीपी टेप को निम्न गुणवत्ता के आधार पर तीन बार से अधिक निरस्त नहीं किया गया है।

अगर हमारी फर्म द्वारा दिया गया शपथ—पत्र में अंकित तथ्य गलत पाये जाते हैं, तो राजस्थान स्टेट गंगानगर शुगर मिल्स लि० को क्रयादेश, निविदा/संविदा को निरस्त करने का अधिकार होगा।

हस्ताक्षर शपथ—ग्रहिता

**AGREEMENT**  
**(See Rule 68)**

An agreement made this .....day of .....between ..... (hereinafter called "**the approved supplier**", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and **the Rajasthan State Ganganagar Sugar Mills Ltd.** (herein after called "**the RSGSM**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the RSGSM to supply to the\_\_\_\_\_ of the Rajasthan State Ganganagar Sugar Mills Ltd. at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column\_\_\_\_\_ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs.\_\_\_\_\_ in \_\_\_\_\_.
  - (1) Cash/Bank Draft/ Bank Guarantee /Banker Cheque No.\_\_\_\_\_ dated\_\_\_\_\_.
  - (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
  - (3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
4. Now these Presents witness:
  - (1) In consideration of the payment to be made by the Government through\_\_\_\_\_ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in\_\_\_\_\_ and \_\_\_\_\_ thereof in the manner set forth in the conditions of the tender and contract.
  - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No.\_\_\_\_\_ dated\_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
  - (3) Letters Nos.\_\_\_\_\_ received from tenderer and letters nos.\_\_\_\_\_ issued by the Government and appended to this agreement shall also form part of this agreement.
  - (4)
    - (a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through\_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
    - (b) The mode of Payment will be as specified below:-
      1. \_\_\_\_\_
      2. \_\_\_\_\_
      3. \_\_\_\_\_
5. The delivery shall be effected and completed within the period noted below from the date of supply order:-
  - a) From ..... to .....

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

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

**Note :**

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
  - (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
  - (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of .....201.....

**Signature of the  
approved supplier.**

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

Date:

Date:

Witness No. 1

Witness No. 1

Witness No.2

Witness No.2

**Form B**  
**Format of Affidavit**  
**(See clause 11)**

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