

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -06
Tel. No. : 0141-2740841 Fax : 0141-2740676 Email: purchasersgsm@gmail.com

NOTICE INVITING LIMITED BIDS

NIB No. RSGSM/ Thermometer/2020-21/ Pur/

Date 24.04.2020

Limited bids for the procurement of *non-contact forehead infrared thermometers* are invited from the bidders who can supply subject matter of procurement so as to reach this office by 1.00 p.m. of 29.04.2020. The received bids will be opened on the same day i.e. 29.04.2020 at 4.00 p.m. Interested bidders may submit their bids in two envelopes terming them as "Technical Bid" & "Financial Bid."

Specifications and conditions of procurement are as detailed below:

01. Specifications of infrared thermometer with related conditions:

01. *Non-contact forehead infrared thermometers* (25 number) are required at RSGSM office, Jaipur
02. **Features of the equipment:**
 - Non-contact forehead thermometer
 - Hand held with comfortable grip and ergonomic designed highly sensitive probe to measure with accuracy.
 - Fever warning feature
 - Automatic shutdown
 - Safe and hygienic
 - Large LCD/ LED Digital Display Screen
 - Fast and Easy Temperature Readings
 - Safe and non-radiating
 - Vast temperature range of functioning considering extreme temperature conditions of Rajasthan.
03. **Specifications:**
 - *Measurement range:* 32°C -42.9 °C (90 °F -109 °F)
 - *Accuracy:* ± 0.1°C in the range Of 35°C - 42°C
 - *Measurement Distance:* up to 10 c.m. or more
 - *Measurement/ response time:* ≤01 Sec.
 - *Memory:* 20 or more records
 - *Temperature unit:* °C and °F
 - *Size:* Hand held
 - *Battery:* DC battery (with low battery alarm)
04. **Others**
 - Machine should be BIS/CE/US-FDA certified or compatible; the bidder firm should attach a valid certificate to authenticate it.
 - Machine should have one year guarantee from the date of supply and serviceable (the bidder firm should provide details of the service centre in Jaipur/Rajasthan)
 - A carrying bag should be provided by the bidder firm with infrared thermometers.
05. The bidder firms may be asked to provide a demonstration of their machines before approval.

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06. The bidder firm will have to provide training to the designated person/persons for operating the machine.

02. Total bid cost is ₹ 1, 90, 000 including GST.

03. **Delivery Period** – Bidders will have to supply complete quantity of subject matter of procurement within 10 days from the date of issue of purchase order after approval and signing of contract.

04. **Payment:** 100% payment shall be made from Head Office on receipt of machines, against verified bills from the designated officials concerned & after receipt of satisfactory work report. If there is any variation in the quality of subject matter of procurement, goods shall be rejected on supplier's expenses.

05. **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%.

 24.4.2020
DGM (Purchase)
RSGSM

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Instructions to bidders:												
1.	NIB No.	NIB No. RSGSM/ Thermometer/2020-21/ Pur/										
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.										
3.	Subject matter of procurement &period of rate contract	Hand held non-contact forehead infrared thermometers; as per given specifications.										
4.	Procuring Entity's address	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email ID : dgmpurchase.rsgsm@rajasthan.gov.in										
5.	Language of the bid	English and/ or Hindi										
6.	Documents required to be submitted along with technical bid	As detailed in the bid document at various places.										
7.	Bid validity period	90 days from the dead line for submission of bids										
8.	Bid Security	<p>The amount of bid security shall be 2 % of estimated value of the quantity i.e. Rs. 1800/- through demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' payable at Jaipur, should be submitted alongwith the bid</p> <p>Or</p> <p>Online deposited in RSGSM account as per the detail given below:</p> <p>1) Online payment towards bid security shall also be accepted along with the other methods mentioned in the bid. The bidders may deposit the requisite fee through NEFT/ RTGS in the following bank account of RSGSM and attach copy of the deposition slip with details (viz. name of depositor, amount with break-up of the three types of fee, bank branch, bank transaction number, date, etc.) for verification:</p> <table><tr><td>Beneficiary Name:</td><td>Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur</td></tr><tr><td>Beneficiary Account Number:</td><td>25220200001309</td></tr><tr><td>Bank Name:</td><td>Bank of Baroda</td></tr><tr><td>Branch Name:</td><td>Bais Godam, Jaipur Branch</td></tr><tr><td>IFS Code:</td><td>BARB0INDBAI</td></tr></table> <p>2) The affidavits which are to be submitted on non-judicial stamp papers may be also submitted on letter heads of the bidder firm and the stamp duty towards these affidavits may be attached with</p>	Beneficiary Name:	Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur	Beneficiary Account Number:	25220200001309	Bank Name:	Bank of Baroda	Branch Name:	Bais Godam, Jaipur Branch	IFS Code:	BARB0INDBAI
Beneficiary Name:	Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur											
Beneficiary Account Number:	25220200001309											
Bank Name:	Bank of Baroda											
Branch Name:	Bais Godam, Jaipur Branch											
IFS Code:	BARB0INDBAI											

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		<p>them by uploading the e-challans of the stamp fee of the requisite amount deposited online on e-GRAS portal of Rajasthan government in the following budget head:</p> <table border="1"><tr><td>Non- judicial stamp paper/ notarial:</td><td>0030-02-102-02-00 (Income from sale of other non-judicial stamps)</td></tr></table> <p>Please attach separate e-challan for each affidavit. Bids without proper affidavits would not be accepted.</p>	Non- judicial stamp paper/ notarial:	0030-02-102-02-00 (Income from sale of other non-judicial stamps)
Non- judicial stamp paper/ notarial:	0030-02-102-02-00 (Income from sale of other non-judicial stamps)			
9.	Downloading of bids	From Rajasthan Government's portal <i>www.sppp.rajasthan.gov.in</i> and RSGSM's website <i>rajexcise.gov.in</i>		
10.	Submission of Bids	Bids are to be submitted offline in sealed envelopes having two separate envelopes inside carrying "Technical Bid" & "Financial Bid." The financial bids of only technically qualified bidders shall be opened. Bids received after the specified time and date shall not be accepted.		
11.	Opening of bids (a) Technical Bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur- 302006 at 04.00 p.m. on 29.04.2020.		
	Financial Bid	To be intimated.		
12.	Execution of agreement	Within 5 days from the date of issue of letter of acceptance (LOA).		
13.	Work Performance Security	5% of value of ordered quantity within 5 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.		
14.	<i>Appellate Authority</i>	First: Joint Secretary Finance (Excise) Second: Any Two Directors Appointed By the Board		

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:

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Bidder Details:

Name of Firm/Company/Individual : _____

Nature of firm : _____

Office Address (with pin code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

E- Mail ID : _____

Mobile : _____

Website (if any) : _____

Statuary Details

GSTN : _____

PAN : _____

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: _____

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DETAILS OF THE MACHINES OFFERED FOR BIDDING

1. Brand: _____
2. Model of Item : _____
3. Manufacturer of Item : _____
4. Manufacturer/ supplier/ dealer/ authorized distributor (attach document: _____)
5. Specifications complied by the item :

S. No.	Specification	Yes/No	Remarks (details of attached certificate; page number) if any
1.	Non-contact forehead thermometer		
2.	Hand held with comfortable grip and ergonomic designed highly sensitive probe to measure with accuracy.		
3.	Safe and hygienic		
4.	Large LCD/ LED Digital Display Screen		
5.	Fast and Easy Temperature Readings		
6.	Safe and non-radiating		
7.	Vast temperature range of functioning considering extreme temperature conditions of Rajasthan		
8.	Measurement range: 32°C-42.9°C (90F-109F)		
9.	Accuracy: ±0.1°C in the range of 35°C-42°C		
10.	Measurement Distance <i>(Please specify)</i>		
11.	Measurement/ response time: ≤01 Sec.		
12.	Memory: 20 or more records		
13.	Temperature unit: °C and °F		
14.	Fever warning feature		
15.	Automatic shutdown		
16.	Size: Hand held		

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17.	Battery: DC battery (with low battery alarm)		
18.	BIS/ CE/ US-FDA certified or compatible (attach a valid certificate to authenticate it.)		
19.	One year guarantee from the date of supply and serviceable		
20.	Details of the service centre in Jaipur/ Rajasthan		
21.	Carrying/ storing bag should be provided for each machine by the bidder firm		
22.	Other features or accessories provided		
23.	Is any company specific consumable required		
24.	Life of machine as per the manufacturer		
25.	Any other		

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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. 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.
3. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
4. 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 at the directed address.
5. The bidder shall not assign or sublet his contract or any part thereof to any other agency.
6. 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.
7. **Bid security-**
 - i. Bid security shall be 2% as specified by the State Government of the estimated value of subject matter of procurement put to bid i.e. Rs. 1800/-. 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 bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
 - viii. The bid security taken from a bidder shall be forfeited in the following cases, namely:-

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- 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.

8. Performance security-

- a) Performance security shall be solicited from all successful bidders except the departments 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, of the amount of supply order in case of procurement of goods and services.

9. 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.
- 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.

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- d) The bidder shall be asked to execute the agreement on a non-judicial stamp of Rs. 500/-
10. Bid shall be valid
- a) 90 days from the dead line for submission of 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.
11. 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.
12. 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.
13. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
14. In case of any dispute arising out of any matter related to the bid/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on 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.
15. 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.
16. **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.
17. 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.
18. To evaluate the technical aspects of a bid before considering its financial aspect, bids are being invited 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.
19. 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.
20. The bidder should sign all the pages of the bid document including NIB and attach them with the technical bid in agreement with the terms.

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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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(To be submitted on letter head)

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.

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

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

SCHEDULE OF RATES OFFERED BY BIDDER

(To be submitted in a separate sealed envelope marked "Financial Bid")

Financial Bid

Part II

Bid Inviting Authority: Dy. General Manager (Purchase), RSGSM Ltd.
Name of Work/Item: Supply of Infrared Thermometer
Bid No.: RSGSM/ Thermometer/2020-21/ Pur./
Bidder Name:
Bidder Address:

Sl. NO	Item Description	Basic Unit Rate Including Freight, unloading charges etc. but excluding GST (in Rs.)	GST (in Rs.)	Total rate including GST F.O.R. in Rs.	Total quantity	Total Amount
1	2	3	4	5(3+4)	6	7 (5x 6)
1	Infrared thermometer				25	
Total in Words (For one unit):						
Total in Words (for 25 units):						