

Short Term Notice Inviting e-Bid

Manpower required for carryout Day to Day online business activities of RSGSM at Head Office, Sugar Factory, Reduction Centres & Depots

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

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

NIB. NO. RSGSM/HO/ITCell/Manpower/2023-24/ 23

Date 18.09.2023

The Pre-Bid Meeting	:	On 20.09.2023at 11.00 AM
Bid Submission Start Date And Time	:	From 21.09.2023at 10.00 AM
Last Date/ Time of Download of Tender Form	:	Till 26.09.2023upto 6.00 PM
Last Date/ Time of upload of the Bid	:	Till 26.09. 2023upto 6.00 PM
Date and time of opening of the Bid	:	On 27.09.2023at 12.30 PM
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system
Price of Tender Documents	:	Rs. 5900/- including GST
Price of E- Tendering process fee	:	Rs. 2500/-

Rajasthan State Ganganagar Sugar Mills Ltd.

3rd Floor, CoERRA (Centre of Excellence for Revenue Research & Analysis) Bhawan,
Plot No. 2, Near Aranya Bhawan, Jhalana Institutional Area, Jaipur – 302004
Email Id :- itcell.rsgsm!@rajasthan.gov.in

SHORT TERM NOTICE INVITING BIDS

NIB. NO. RSGSM/HO/ITCell/Manpower/2023-24/23

Date 18.09.2023

1. Two part online unconditional bids are invited for deployment of Computer Operator/ Supervisor Cum Technical Assistant/ Unit Supervisor for Day to Day online activities with Track & Trace activities at All Reduction Centres and Depots of Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 PM by 26.09.2023 as listed below:-

Sr. No.	Name of Service	Total Estimated Amount (without GST)	Tender Fee/ Bid Processing Fee	Validity period of Bids	Bid Security (%)
1	Manpower required for carryout Day to Day online business activities of RSGSM at Head Office, Sugar Factory, Reduction Centres & Depots	2.86 Crore (One Year)	5900/- 2500/-	90 days	2%

2. Employee's of RSGSM and relative of the Employee are not allowed to participate in this Tender. In relative following are not covered i.e. Grandfather, Grandmother, Mother, Father, Wife, Daughter, Son (includes adopted son & daughter), Daughter-in-law, Grandson, Granddaughter, Sister, Brother. If any relative of employee (except above mentioned members) is participating in the tender, then the bidder will submit written declaration form with the bid.
3. Bidding Document can be seen at website <http://www.excise.rajasthan.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 वेबसाइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाइन 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 बिडदाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख. बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग. इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केनकॉपी बिड प्रपत्रों के साथ अटेच कर दी गयी है।

- 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 ऑनलाईन दर्ज करें।
- च. ऑनलाईन 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 हेल्प डेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज. बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ. बिड शुल्क रु. 5900 मय जीएसटी, बोली प्रतिभूति राशि(RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 2500 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड प्रपत्र / चैक-लिस्ट के अनुसार एनेक्शचर-बी (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से आई.टी. अनुभाग, आरएसजीएसएम, कॉईरा भवन, झालाना, जयपुर में जमा कराना होगा, जिसके अभाव में तकनीकी बिड खोला जाना संभव नहीं हो सकेगा। अन्य कोई भी दस्तावेज ऑफ लाईन 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 मय मोहर लगाकर ऑनलाईन वेबसाइट 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।

ACP (Dy. Director)



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED
3rd Floor, CoERRA (Centre of Excellence for Revenue Research & Analysis) Bhawan,
Plot No. 2, Near Aranya Bhawan, Jhalana Institutional Area, Jaipur – 302004
Email Id :- itcell.rsgsm!@rajasthan.gov.in

NIB. NO. RSGSM/HO/ITCell/Manpower/2023-24/23

Date 18.09.2023

SHORT NOTICE INVITING BID

Bids for Services of Manpower required for carryout Day to Day online business activities of RSGSM at Head Office, Sugar Factory, Reduction Centres & Depots invited from service providers. Interested bidders may submit their bids up to 6.00 PM of 26.09.2023. 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://excise.rajasthan.gov.in>, departmental website.

UBN NO.:- _____

ACP (Dy. Director)

<u>Instructions to bidders:</u>		
1.	NIB No.	NIB. NO. RSGSM/HO/ITCell/Manpower/2023-24/ ____
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	<i>Manpower required for carryout Day to Day online business activities of RSGSM at Head Office, Sugar Factory, Reduction Centres & Depots</i> for one year & extendable as per RTPP Rules 2013
4.	(i) The price of the Bidding Document	Rs. 5900/- Including GST 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. 2500/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For clarification purposes only)	ACP(Dy. Director), IT SECTION 3 rd Floor, Centre for Excellence Revenue Research & Analysis Jhalana Dungri, Jaipur - 302004 Email ID : dgmit.rsgsm@rajasthan.gov.in & itcell.rsgsm@rajasthan.gov.in
6.	The Pre-Bid Meeting	On 20.09.2023 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 upto 6.00 PM on 26.09.2023
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 www.eproc.rajasthan.gov.in up to 6.00 PM on 26.09.2023
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 PM on 26.09.2023. 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	RSGSM, 3 rd Floor, Centre for Excellence Revenue Research & Analysis, Jhalana Dungri, Jaipur - 302004 at 12.30 PM on 27.09.2023(on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(Financial Bid)	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of Agreement	Within 15 days from the date of issue of letter of acceptance (LOA).
16.	Work Performance Security	5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.
17.	Fees, Duties & Documents from (i) to (iv) shall be physically submitted on or before last date & time of submission of bid.	(i) cost of the bidding document of INR 5900/- including GST in the name of GM, RSGSM Payable at Jaipur. (ii) Bid processing fee of INR 2500/- in the name of Managing Director, RISL, (iii) Bid Security 2% of the estimated amount (iv) Annexure-B on non-judicial stamp paper of Rs. 100/- in original.
18.	<i>Appellate Authority</i>	First: Joint Secretary, Finance (Excise) Second: Secretary, Finance (Budget) & Commissioner, Agriculture

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

GSTIN : _____

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. E-Bids are invited from bidder to provide the Services of Manpower for carryout Day to Day online business activities of RSGSM at Head Office, Sugar Factory, Reduction Centres & Depots. This bid is valid for one years from the date of agreement.

2. **Qualification Manpower :-**

S. No.	Category	Qualification
01.	Computer Operator	Graduate and RSCIT (Rajasthan Govt. Approved) having minimum two years experience in the field of computer related work, Hindi & English typing, online data feeding etc..
02.	Supervisor Cum Technical Assistant	BCA or Graduate with PGDCA/ Computer Diploma having minimum three years experience in the field of computer related work, networking, online internet, knowledge of IT H/w's, etc.,
03.	Project Manager	BE/B-tech (Computer/ IT)/ MCA having minimum 05 year's post qualification relevant work experience

3. **Scope of Work:-** Provide the manpower for the services of online Day to Day activities from concern location. Detail scope of work is as under, but not limited to the following activities :-
 - a. **Computer Operator :-** Knowledge of MS-Office(MS-Word, Excel, Power Point), E-mail, Internet, H/w, Assistance and all kind of computer related work, Video Conference, maintaining of CCTV & support in Track & Trace related activities related to RC and depots.
 - b. **Supervisor Cum Technical Assistant :-** All kind of computer work related to Reduction Centres & provide Support & solutions to Computer operators deputed at depots. Also having knowledge of word, excel with typing in hindi & English, Video Conference, maintaining of CCTV and having managerial skills to support training to the manpower deployed at Depots/ Reduction centres of RSGSM
 - c. **Project Manager:-**Provide Support & solutions to Technical Assistant, Computer Operators deputed in Reduction Centres and Depots & Sugar Factory Head office. Provide Trainings as per Head Office guidelines to the manpower deputed arrange Video Conference, maintaining of CCTV. Provide all kind of information/ report related to the department, firm and manpower. Collection of reports from R.C. & Depot etc.

4. Bidder will have to compliance for payment of fixed basic wages as mentioned in point no. 15(a) to the manpower. Bidder will be responsible for any kind of work suffered, due to non-compliance of fixed basic wages.
5. For this project manpower deployed will be in the pay roll of firm. All the responsibility related to manpower will be in the part of firm. Manpower deployed in RSGSM, shall not claim any kind of services from RSGSM. Bidder himself will be responsible for all the legal provisions/obligations/ litigations related issues for all the manpower provided in RSGSM for defined work during the contract period.
6. Bidder will have to provide the appointment details with name, address, ID proof and appointment letter to Head Office, after appointment. Bidder will have to provide a ID card for verification of manpower deployed, if asked.
7. Bidder will have to ensure that only required experienced skilled manpower will be deployed for work and no child worker or less than the prescribed qualification will be deputed in the locations of RSGSM.
8. Bidder will have to provide the details of manpower having criminal case/ police case. If the manpower deployed by the bidder is found involved in any illegal activities/criminal cases, it will be the sole responsibility of the bidder. The loss caused to the RSGSM due to the concerned manpower will be recovered from the bidder, as well as required legal action will be taken.
9. If the procuring entity does not procure any subject matter of procurement due to change in circumstances or procures less than the quantity specified in the bidding documents, the bidder shall not be entitled to any claim or compensation, except as otherwise provided in the bidding documents

10. Quantity of manpower required with Location (List of locations is enclosed on Annexure - "G" :-

S. No.	Category	Particulars		Qty.
1	Computer Operators	For 85 Depots	85	133
		For 17 R.C. & ERL +RHL+ Laboratory + Jhotwara RML Unit (17 +7+1+1+1)	27	
		For Sugar Factory & HO (6 + 15)	21	
2	Supervisor Cum Technical Assistant	For 17 RC + 2 HO + 1 SF		20
3	Project Manager	Head Office		1

- I. **The quantity of manpower are tentative may be increased/ decreased as per requirements of RSGSM at any location. Additional requirement shall not be exceed 50% of the original quantity.**
 - II. **Right to vary quantity**- If the procuring entity does not procure any subject matter of procurement of service 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.
 - III. The number of manpower mentioned in the bid, in the work order may be reduced, for which the bidder will be informed 15 days in advance. For this, no objection of the bidder/contractor will be acceptable on the determination of the number.
11. **Estimated Cost :-** The total expenditure for one year approx Rs. 2.86 Crore (GST Extra)
 12. **Period**-The period of the contract will be for One year from the date of issue of work order, which can be extended as per RTTP act same terms and conditions of tender under the provision of RTTP Rules 2013 as per the requirement of the RSGSM.

13. **Bid Security :-** Bidder will have to deposit 2% of the estimated value as bid security. Without bid security bids will not be accepted.
14. **Performance Security :-** Successful bidder will have to deposit 5% as Performance Security with the Agreement in RSGSM.
15. **Rate:-** Estimated monthly amount according to the manpower's shall be paid to firm by the RSGSM, are as under :-

S. No.	Category	Monthly Salary Including all allowances and Handling Charges & other (Without GST)
01.	Project Manager	27000
02.	Supervisor Cum Technical Assistant	20000
03.	Computer Operator	14700

- a. The detailed breakup of Project Manager, Supervisor Cum Technical Assistant & Computer Operator are as under (GST Extra) :-.

PROJECT MANAGER	
Fixed Basic Wages	20077
PF of Employee (12%)	2409.24
PF of Employer (3.67%)	736.83
Pension Fund from Employer (8.33%)	1672.41
ESI of Employee (0.75%)	150.58
ESI of Employer (3.75%)	752.89
EDLI of Employer (0.5%)	100.39
EPF Admin. Charges of Employer (0.5%)	100.39
Handling Charges & Others	1000
TOTAL Wages including Handling Charges & Others	27000

SUPERVISOR CUM TECHNICAL ASSISTANT	
Fixed Basic Wages	14672
PF of Employee (12%)	1760.64
PF of Employer (3.67%)	538.46
Pension Fund from Employer (8.33%)	1222.18
ESI of Employee (0.75%)	110.04
ESI of Employer (3.75%)	550.20
EDLI of Employer (0.5%)	73.36
EPF Admin. Charges of Employer (0.5%)	73.36
Handling Charges & Others	1000
TOTAL Wages including Handling Charges & Others	20000

COMPUTER OPERATOR	
Fixed Basic Wages	10579
PF of Employee (12%)	1269.48
PF of Employer (3.67%)	388.25
Pension Fund from Employer (8.33%)	881.23
ESI of Employee (0.75%)	79.34
ESI of Employer (3.75%)	396.71
EDLI of Employer (0.5%)	52.90
EPF Admin. Charges of Employer (0.5%)	52.90
Handling Charges & Others	1000
TOTAL Wages including Handling Charges & Others	14700

Note:- Bidder shall ensure to pay above fixed basic wages with mentioned allowance to the manpower deployed in RSGSM.(Bidder cannot break the fixed basic wages). Bidder will have to submit the proof of payments to the manpower deployed in RSGSM and allowance to the concerned department, with monthly bills. Only handling charges & others can be quote by the bidder at the time of bidding as per his convenience.

- b. Finance (G&T) Department's circular no. 1/2018 dated 30.04.2018 read Labour Department's revised minimum wages notification dated 28.06.2022, in case of change in minimum wages during the work order period, the workers will be paid by the contractor according to the changed rates (if wages goes higher from fixed basic wages mentioned in point no. 15(a)).
- c. Rates mentioned above are inclusive of all allowance (PF(Employee/Employer)/ ESI/Pension employer's contribution/EDLI/ EPF Admin Charges) and Handling charges.
- d. Service Provider shall have to submit proof of depositing applicable PF & ESI contribution of last month of the manpower deputed under the project along with monthly bill.
- e. The successful bidder will have to make the payment to the manpower engaged for the work through cheque/NEFT/RTGS mode and will have to submit a copy of the related document along with the upcoming bill as confirmation.
- f. **In case of minimum wages goes higher (as per Finance (G&T) Department's Labour Department's revised minimum wages notification.) from the fixed basic wages given to the manpower during the contract period for the manpower deployed by the Contractor, firm will have to pay higher wages to the manpower and RSGSM will pay to the firm accordingly.**

16. Timing of duty for deployed Manpower will be remains as per location's timing of RSGSM.

17. Bidder will have to strictly compliance all the directions issued by Finance (G&T) Department, Government of Rajasthan, vide circular no. 1/2018 dated 30.04.2018 as follows:-

- I. Various registration Certificates are to be submitted by the bidder/ contractor with the check list as under :-

S. No.	Detail	Registration No.	Year	Registration Date	Enclosed No.
01.	Rajasthan Contract Labor (Regulation and Abolition) Act, 1970				
02.	Employees' Provident Fund Act, 1952				
03.	Employees' State Insurance Act, 1948				
04.	GST				
05.	PAN No.				
06.	Rajasthan Shops and Commercial Establishments Act 1958 or Indian Partnership Act 1932 or Indian Companies Act 1956.				

Note :- Bidder will have to upload the above documents online, without above documents bids will be rejected.

- II. It will be the responsibility of the concerned contractor to comply with the statutory provisions of the Minimum Wages Act 1948 (Central Act 11 of 1948).

- III. Only contractors registered as per rules under Rajasthan Contract Labor (Regulation and Abolition) Act 1970, Employees' Provident Fund Act, 1952 and Employees' State Insurance Act 1948 will be eligible to participate in the above type of bidding. The attested copy of the registration certificate will be submitted to the concerned procuring agency along with the completely filled bid documents.
- IV. Wages to the workers employed by the contractor will be compulsorily paid into their bank accounts. The details of the amount deposited by the concerned contractor in the bank account of the workers employed will be compulsorily submitted to the concerned procurement organization along with the monthly bill for the coming month. The contractor will be paid the bill for the next month only after the procurement organization is satisfied with the details of the amount deposited in the bank accounts of the workers.
- V. It will be the responsibility of the concerned contractor to pay wages to the workers as per the minimum wage rate set by the Labor Department or fixed basic wages decided by the procuring entity (whichever is higher).
- VI. In case of fix minimum wages goes higher (as per Finance (G&T) Department's Labour Department's time to time revised minimum wages notification.) from the fixed basic wages given to the manpower during the contract period for the manpower deployed by the Contractor, firm will have to pay higher wages to the manpower and RSGSM will pay to the firm accordingly.
- VII. The contractor must pay EPF to all his workers as per the latest rates of the State/Central Government and E.S.I. Deposit will have to be made, which will include deduction of wages of employed workers and contractor's contribution. The contractor should submit the EPF of the previous month's workers along with his upcoming month's bill. And ESI The next month's bill/bills will be paid to the contractor only after a copy of the relevant challan is presented in confirmation that the contribution amount has been deposited as per rules.
- VIII. Display boards will be installed at every work site by the contractor, on which details of the name of the contractor, contract period, progress of work, helpline number for workers and provisions regarding complaining about non-payment of minimum wages by the contractor will be clearly mentioned.
- IX. Under the labor rules applicable in the state, EPF of all its workers is as per the rules. And E.S.I. It will be the responsibility of the contractor to deposit the amount.
- X. The amount of Goods and Services Tax (GST) will be payable additionally on the amount payable by the contractor to the manpower. It will be the responsibility of the contractor to deposit all types of taxes. Contractor will have to submit copy of GST challan will be mandatorily attached with the bill of next month. If a copy of challan is not presented as proof of deposit of GST amount, GST will not be paid in the next month's bill. In the above situation, it will be the responsibility of the contractor to discharge any responsibilities arising in relating to GST.
- XI. It will be the responsibility of the contractor to follow the rules, bye-laws and notifications prescribed under labor law and the guidelines issued from time to time by the Central / State Government. In case of non-compliance of rules, bye-laws, notifications, guidelines etc. prescribed under labour law, the contractor himself will be responsible for its consequences/responsibilities.
- XII. If any dispute arises between the contractor and the manpower deployed on the work, then its management responsibility will be that of the contractor. For this, the competent authority of the procuring organization will be responsible for following the Minimum Wages Act, 1948 and the Rajasthan Contract Labor (Regulation and

Abolition) Act, 1970 properly and scrupulously as applicable (if minimum wages goes higher from fixed basic wages mentioned in point no. 15(a)).

- XIII. After completion of 240 days, it will be the responsibility of the labor contractor to remove, relieve, give notice salary, retrenchment, compensation etc. to the employed workers as per the provisions prescribed in the Industrial Disputes Act, 1974.
 - XIV. During the work execution period, in relation to the work / in reference to giving any kind of compensation or compensation / E.S.I. It will be the responsibility and liability of the contractor/bidder to get it done / collective accident insurance etc., for this the procuring organization will not have any responsibility.
 - XV. If the procuring agency receives a complaint about non-payment of minimum wages prescribed by the contractor as per the rules, the procuring agency will compulsorily inform the Labor Department in this regard and will take action to debar the contractor if necessary as per the rules.
- 18. Agreement has to be executed by the successful bidder on a non-judicial stamp of Rs. 500/- and the cost of the stamp amount will be borne by the bidder himself.
 - 19. The bidder will have to comply with the relevant rules of the State/Central Government and Income Tax/Service Tax or other statutory deductions will be made at source from the bills of the bidder as per rules.
 - 20. In case of violation of the terms of the contract or non-satisfactory work, the performance security deposited under this contract can be forfeited in whole or in part, on which 18% GST will be extra payable/recoverable.
 - 21. According to State Government's Order No. F1(8) Finance/Civil ENI/2011 dated 04.02.2014, it is mandatory to sign each page of the bid form by fully complying with the conditions of Annexure A, B, C, D attached with the bid form.
 - 22. On completion of 90 days by the deployed manpower, all the responsibility of removing them, relieving them, giving notice pay, retrenchment, compensation etc. will be of the contractor/bidder as per the provisions prescribed in the Industrial Disputes Act, 1947.
 - 23. The uploaded bid will be opened (downloaded) online on e-procurement portal by the Headquarters' Procurement Committee (Purchase Committee).
 - 24. Bidders are directed to quote the rates in the Financial Bid (BOQ) only as per BOQ enclosed.
 - 25. The financial bid will be opened only after the technical bid of the bidder is successful, and the information about the opening of the financial bid will be received by e-Proc automatically through the message to the bidder.
 - 26. The successful bidder will have to enter into an agreement within 15 days, and along with the agreement will have to deposit the performance security amount.
 - 27. The Institute will not be bound to accept the lowest rate. Also, the bid can be canceled without assigning any reason.
 - 28. If there is any dispute regarding the work order, contract etc., and then the concerned firm may request the Director in-charge to appoint a single arbitrator. The decision taken by the single arbitrator will be acceptable to both the parties, and all the expenses incurred on the single arbitrator will be borne equally by both the parties.
 - 29. L-1 will be decided on the basis of lowest rate (without GST) in the financial bid.
 - 30. The contractor will have to remove the personnel, involved in the case of theft at the Location of RSGSM (Head Office/ Sugar Factory/ Laboratory/ Depot/ Reduction Centres) immediately and the contract can be canceled if no action is taken against the personnel involved in the case of theft. The contractor will cooperate in the checking of his personnel and the personnel

found stealing will have to be removed with immediate effect. In case of not doing so, the contract will be terminated considering the contractor involved in theft case.

31. ESI/EPF/Goods and Services Tax (GST), other taxes and If any other statutory liability arises, then all the liabilities will have to be borne by the contracted bidder and the amount of all the liabilities will have to be deposited by the bidder.

32. In case the bidder does not deposit the amount in time, related to ESI/EPF/GST and found due, amount/penalty of institutions etc. is imposed on the institution, it will be recovered from the bidder.

33. **Payment Terms:-**

I. The payment will be made on monthly basis upon acceptable deliverables as per actual deployment of service points after receipt of bills in with certified copy of attendance of respective locations.

II. Service Provider shall have to comply with the fixed basic Wages, PF, ESI etc legal issues pertaining to the manpower provided under the project and shall be solely responsible. Service Provider shall have to submit documentary proofs showing compliance of such obligations on regular basis.

III. Service Provider shall have to submit proof of depositing applicable PF & ESI contribution of last month of the manpower deputed under the project along with monthly bill. In absence of above documents, payment authorities shall not release the payment of submitted bill.

IV. The firm will bear the PF and ESI of manpower deputed in RSGSM. Bidder will have to deposit the PF/ESI of manpower within due date and submit the copy of challan with all details with the monthly bills. Return of PF/ESI will be filled by the bidder, and will responsible for PF/ESI of manpower deployed in RSGSM. Without these monthly documents, department will be not responsible for delayed of monthly payment. As per deposited challan may be verified online as per manpower deployed in RSGSM.

V. If, Services provider fails to comply these legal responsibilities, the payment authorities will have right to withheld or deduct the amount (penalty, charges etc. if any is imposed by respective authorities) disputed on these legal issues.

VI. Service Provider shall be liable for execution of work entrusted to them as per tender in case of total person deployed by Service Provide will be 50 or more at any point of time during the contract period, then the Service Provider shall be required to undertake license as per Section 12 of Contract (Regulation and Abolition) Act,1970. In such a situation, the concerned department where the manpower will be deputed will get situation, the concerned department where the manpower will be deputed will bet registration as Principle Employer under Section 7 of Contract (Regulation and Abolition) Act, 1970.

VII. The monthly bill shall be paid as per actual on the basis of attendance received from locations of RSGSM. Taxes will be paid extra (if applicable).

VIII. Income Tax and any other statutory deduction/ taxes shall be deducted from the payment as source as per rules.

34. **Turnover:-**The bidder should have minimum average annual turnover of INR 1.00 Cr. (One Crore) for best 03 years turnover from last 5 financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. If the final accounts of 2022-23 are not prepared, the bidder firm may submit turnover of 2017-18. Required CA Certificate shall be submit by the bidder.

35. **Experience :-** The bidder firm should have similar kind of work order to provide minimum 50 manpower's in single order, in any government/PSU or non-government organization in any

one year in the last three financial years. For this, in necessary work order and experience/ completion certificate shall be submit along with technical bid.

36. **Technical Evaluation:** - The bids will be technically be evaluated first so, bidder shall upload the required document according to checklist online.
37. Self attested copies of GST registration/ESI/PF/Labour Department registration/PAN number from Income Tax Department etc. will have to be submitted by the online bidder along with the technical bid. In the absence of these the bid will be rejected.
38. ESI/EPF/Goods and Services Tax on the amount payable to the laborers during the contract period or even after the completion of the filling related work related to the bid (GST), other taxes and any other statutory liability arises, then all the liabilities will have to be borne by the contracted bidder and the amount of all the liabilities will have to be deposited by the bidder.
39. Sublet of contract work to other vender is strictly prohibited.
40. Firm should not be blacklisted.
41. **Penalties :-**
- I. Penalty clause for manpower per day are as under :-

S. No.	Category	Penalty per day (on absent) per manpower
01.	Project Manager	900
02.	Supervisor Cum Technical Assistant	600
03.	Computer Operator	400

- b. All legal proceeding if necessary arises to institute may by any of the parties shall have to be lodged in courts situated in Jaipur (Rajasthan) and not elsewhere. 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.
- c. In the event of any manpower of the bidder not performing the work properly or obstructing the work, the bidder shall have to separate it with immediate effect.
- d. Bidder will have to be responsible for work loss due to non working of manpower deployed in RSGSM. Bidder will have to be three working days to change the concern manpower, otherwise penalty will be applicable for unsatisfactory services of the manpower as mentioned below :-

S. No.	Category	Penalty per day (on non performance) per manpower
01.	Project Manager	900
02.	Supervisor Cum Technical Assistant	600
03.	Computer Operator	400

42. **Force Majeure :-**

- I. For purposes of this Clause "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Providers fault or negligence and not foreseeable. Such events may include, but are not limited to, act of the Procurer either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a force majeure situation arises, the Service Provider shall promptly notify the Procurer in written of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- II. Notwithstanding anything stated above, the provisions of RTPP Act, 2012 & Rules 2013/ RSR/ GF&AR will be applicable with respective amendments made by Govt of Rajasthan.
43. 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.
 44. In case of any dispute, sole arbitrator (sole arbitrator/arbitrator) can be appointed with mutual consent of the company and the bidder firm and his decision will be valid for both the parties. The expenditure on single arbitrator will be borne equally by both the parties.
 45. In case of any kind of dispute arising under this contract, the legal jurisdiction under the related clause will be the court located at Jaipur only.
 46. Management reserves the right to reject the bid of bidders whose report have been found unsatisfactory any time during the contract or Bidders, its affiliates and associates, who have been debarred for any reason anytime during the supply contract for any item..
 47. **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.
 48. Other terms and conditions not mentioned above will be as per the provision of RTPP Act, 2012 and RTPP Rules, 2013.
 49. The Terms and Conditions of the Tender shall form part of the Agreement.
 50. If bidder does not provide any document mentioned in Evaluation Criteria/ Checklist, shall be rejected.
 51. **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.**
 52. 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
 53. 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
 54. No counter condition shall be accepted.

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.
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 five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security 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 Rs. 500/- 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. 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.
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 from RSGSM empanelled arbitrators shall be done mutually agreed by both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
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.
19. 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.
20. 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)

BIDDERS EVALUATION CRITERIA (CHECKLIST ENCLOSED)

S. No.	Necessary documents & Requirements	Compliance/Mentioned (Details mention)	Certificate enclosed at page
01.	Firm Registration Number (Copy enclosed)		
02.	PAN No. (Copy enclosed)		
03.	GST No. (Copy enclosed)		
04.	Certificates regarding firm registration in PF/ESI department etc.		
a.	Registration Copy of Rajasthan Contract Labor (Regulation and Abolition) Act, 1970 (necessary certificate to be submit)		
b.	Registration Copy of Employees' Provident Fund Act, 1952 (necessary certificate to be submit)		
c.	Registration Copy of Employees' State Insurance Act, 1948 (necessary certificate to be submit)		
d.	Rajasthan Shops and Commercial Establishments Act 1958 OR Indian Partnership Act 1932 OR Indian Companies Act 1956.		
05.	Bid Security(@2%) (Rs.) enclosed (DD/Banker Cheque/ NEFT/ RTGS)		
06.	Declaration by the bidder (Annexure-B)		
07.	Turnover :- The bidder should have minimum average annual turnover of INR 1.00 Cr. (One Crore) for best 03 years turnover from last 5 financial years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23. If the final accounts of 2022-23 are not prepared, the bidder firm may submit turnover of 2017-18. Required CA Certificate shall be submit by the bidder.		
08.	Experience :- The bidder firm should have similar kind of work order to provide minimum 50 manpower's in single order, in any government/PSU or non-government organization in any one year in the last three financial years. For this, in necessary work order and experience/ completion certificate shall be submit along with technical bid.		
09.	Declaration by the Bidder(Annexure -B) (To be submitted on non-judicial stamp paper of Rs. 100/-)		
10.	Self Declaration- No Blacklisting (Annexure-H)		

Place : _____

Date : _____

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 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 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 of it 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.

**AGREEMENT
(See Rule 68)**

An agreement made thisday ofbetween (hereinafter called "**the approved firm**"), 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.

1. Whereas the approved firm has agreed with the RSGSM for deploying the **manpower required for carryout Day to Day online business activities of RSGSM at Head Office, Sugar Factory, Reduction Centres & Depots**, as per scope of work mentioned in NIB, 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 accepted contract price are as per below table in accordance with the terms & conditions of bid document, is hereby accepted by RSGSM:-
2. And whereas the approved firm has deposited a sum of Rs. _____ as Performance Security amount. The approved firm has deposited NEFT/RTGS/ Bank Draft/ Banker Cheque No. _____ dated _____ as Performance Security.
3. Now these Presents witness:
 - a. In consideration of the payment to be made by the Rajasthan State Ganganagar Sugar Mills Ltd through NEFT/RTGS at the rates set forth in the Schedule hereto appended the approved supplier will duly provide the said articles set forth in the manner set forth in the conditions of the tender and contract.
 - b. The conditions of the tender and contract for open tender enclosed to the short term tender notice NIB No. _____ dated _____ and corrigendum 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.
 - c. Letter o Acceptance No. _____ dated _____ issued by the Rajasthan State Ganganagar Sugar Mills Ltd., and appended to this agreement shall also from part of this agreement.
- 4 a. The RSGSM do hereby agree that if the approved firm shall duly provide the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through NEFT pay or cause to be paid to the approved firm at the time and the manner set forth in the said conditions.
 - (b) The mode of Payment will be as specified below:-
 1. NEFT. RTGS
 2. Bank Cheque
 - (c) Date of agreement to one year and it can be extended as mentioned in tender document or as per RTPP Act 2012 and Rules 2013.
4. The period of the contract shall be 03 years (May be extended as per tender document)

5. **Penalties :-**

a. Penalty clause for manpower per day are as under :-

S. No.	Category	Penalty per day (on absent) per manpower
01.	Project Manager	900
02.	Supervisor Cum Technical Assistant	600
03.	Computer Operator	400

- b. All legal proceeding if necessary arises to institute may by any of the parties shall have to be lodged in courts situated in Jaipur (Rajasthan) and not elsewhere. 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.
- c. In the event of any manpower of the bidder not performing the work properly or obstructing the work, the bidder shall have to separate it with immediate effect.
- d. Bidder will have to be responsible for work loss due to non working of manpower deployed in RSGSM. Bidder will have to be three working days to change the concern manpower, otherwise penalty will be applicable for unsatisfactory services of the manpower as mentioned below :-

S. No.	Category	Penalty per day (on non performance) per manpower
01.	Project Manager	900
02.	Supervisor Cum Technical Assistant	600
03.	Computer Operator	400

6. 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. All legal proceeding if necessary arises to institute may by any of the parties shall have to be lodged in courts situated in Jaipur (Rajasthan) and not elsewhere.
7. All the terms and condition of the tender documents and time to time corrigendum issued by the RSGSM will be part of this agreement.
8. Appellate authorities :-

8.1	First appellate authority	Joint Secretary Finance (Excise)
8.2	Second appellate authority	Secretary, Finance (Budget) & Commissioner, Agriculture

In witness whereof the parties hereto have set their hands on the..... day of2023

**Signature of the
approved supplier.**

**Signature for and on behalf of Rajasthan State
Ganganagar Sugar Mills Ltd.**
ACP (Dy. Director), IT

Date:

Date:

Witness No. 1

Witness No. 1

Witness No.2

Witness No.2

SELF-DECLARATION – NO BLACKLISTING

To,
{Tendering Authority},

_____ ,

In response to the Tender/ NIB Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director of _____
_____ ,

I/ We hereby declare that presently our Company/ firm _____, at the
time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/
UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

संस्थान के मुख्यालय जयपुर, मदिरालय, ईआरएल, लैबोरेट्री, मदिरा डिपो पर लगाये जाने वाले कम्प्युटर आपरेटर, सुपरवाइजर कम टैक्निकल असिस्टैन्ट एवं सुपरवाइजर का विवरण

लोकेशनवाइज कम्प्युटर आपरेटरों का विवरण :-

क्र.सं.	मदिरालय/डिपोजकानाम	पदों की संख्या
मुख्यालय		
1.	मुख्यालय, जयपुर	15
मदिरालय		
2.	झोटवाड़ा	2
3.	अजमेर	1
4.	भीलवाड़ा	1
5.	झुन्झुनू	1
6.	सीकर	1
7.	उदयपुर	1
8.	मण्डोर	1
9.	सिरोही	1
10.	कोटा	1
11.	बांरा	1
12.	बून्दी	1
13.	हनुमानगढ	1
14.	(बीकानेर)	1
15.	भरतपुर	1
16.	सवाईमाधोपुर	1
17.	धौलपुर	1
18.	अलवर	1
ERL शाखा		
1.	झोटवाड़ा	1
2.	अजमेर	1
3.	जोधपुर (मण्डोर)	1
4.	हनुमानगढ	1
5.	उदयपुर	1
6.	कोटा	1
डिपोज		
1.	बांदीकुई	1
2.	दूदू	1
3.	चौमू	1
4.	दौसा	1
5.	शाहपुरा	1
6.	सीकररोड	1
7.	जगतपुरा (जयपुर)	1
8.	अजमेर	1
9.	ब्यावर	1
10.	केकडी	1
11.	किशनगढ	1

12.	परबतसर	1
13.	डीडवाना	1
14.	नागौर	1
15.	मेडतारोड़	1
16.	आसीन्द	1
17.	भीलवाड़ा	1
18.	माण्डलगढ	1
19.	शाहपुरा	1
20.	झुन्झुनू	1
21.	खेतडी	1
22.	तारानगर	1
23.	चुरु	1
24.	नवलगढ	1
25.	चिडावा	1
26.	सीकर	1
27.	फतेहपुर	1
28.	श्रीमाधोपुर	1
29.	नीम का थाना	1
30.	सुजानगढ	1
31.	उदयपुर	1
32.	डूंगरपुर	1
33.	बांसवाड़ा	1
34.	राजसमन्द	1
35.	देवगढ	1
36.	चित्तौडगढ	1
37.	प्रतापगढ	1
38.	निम्बाहेड़ा	1
39.	बेगूं	1
40.	मण्डौर	1
41.	पीपाड	1
42.	फलोदी	1
43.	जैतारण	1
44.	बाड़मेर	1
45.	बालोतरा	1
46.	जैसलमेर	1
47.	पोकरण	1
48.	पाली	1
49.	सोजत	1
50.	सिरोही	1
51.	आबूरोड	1
52.	जालोर	1
53.	भीनमाल	1
54.	रानी	1
55.	कोटा	1
56.	रामगंज मण्डी	1
57.	झालावाड	1

58.	भवानीमण्डी	1
59.	बारा	1
60.	बून्दी	1
61.	टोक	1
62.	हनुमानगढ	1
63.	नोहर	1
64.	भादरा	1
65.	श्रीगंगानगर	1
66.	करणपुर	1
67.	रायसिंहनगर	1
68.	खारा	1
69.	नोखा	1
70.	लूणकरणसर	1
71.	सूरतगढ	1
72.	अनूपगढ	1
73.	भरतपुर	1
74.	बयाना	1
75.	राजगढ	1
76.	खेरथल	1
77.	भिवाडी	1
78.	सवाईमाधोपुर	1
79.	गंगापुरसिटी	1
80.	मालपुरा	1
81.	धौलपुर	1
82.	करोली	1
83.	हिण्डोन	1
84.	अलवर	1
85.	बहरोड	1

लोकेशनवाईज सुपरवाईजर कम टैक्निकल असिस्टैन्ट का विवरण :-

क्र.सं.	मदिरालय/डिपोजकानाम	पदो की संख्या
मुख्यालय		
1.	मुख्यालय, जयपुर	02
मदिरालय		
2.	झोटवाड़ा	1
3.	अजमेर	1
4.	भीलवाड़ा	1
5.	झुन्झुनू	1
6.	सीकर	1
7.	उदयपुर	1
8.	मण्डोर	1
9.	सिरोही	1
10.	कोटा	1
11.	बारा	1
12.	बून्दी	1

13.	हनुमानगढ	1
14.	(बीकानेर)	1
15.	भरतपुर	1
16.	सवाईमाधोपुर	1
17.	धौलपुर	1
18.	अलवर	1
	शुगर फैक्ट्री	
19.	श्रीगंगानगर	1