



# Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,

Jaipur - 302006 –Rajasthan

Fax. No. 0141-2740676 Website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

## Notice Inviting E-bid

### Sale of NISS/BISS

### 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/2021-22/SF/34

Dated: 21.12.2021

Pre-bid submission	:	On 27.12.2021 at 12.00 Noon
Bid submission start date	:	From 30.12.2021 at 12.00 Noon
Last Date/ Time of Download of Bid Form	:	Till 10.01.2022 up to 5.00 PM
Last Date/ Time of upload of the Bid	:	Till 10.01.2022 up to 5.00 PM
Date and time of opening of the Bid	:	On 11.01.2022 at 12.00 PM
Date and time of opening of the Financial Bid	:	To be intimated through E-proc automated messaging system
Price of E- Tender	:	Rs. 2360/-
Processing Fees	:	Rs. 1000/-



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NIB. NO. RSGSM/HO/2021-22/SF/34

Dated: 21.12.2021

## ई-निविदा/निविदा आमंत्रण सूचना

- वित्तीय वर्ष/पिराई सत्र 2021-22 में राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर हेतु व्यक्ति/फर्म/कंपनी से निविदा आमंत्रित की जाती है।

कार्य/वस्तु विक्रय	अनुमानित व्यय (रु लाख में)	निविदा प्रपत्र शुल्क प्रोसेसिंग फीस	निविदा प्रस्तुत करने की प्रक्रिया	बोली प्रतिभूति राशि	निविदा अपलोड करने की अंतिम तिथि व समय	निविदा खोलने की तिथि एवं समय
निस/बिस चीनी का विक्रय	₹ 41.34 लाख	रु. 2360 मात्र जीएसटी सहित	ऑनलाइन	बोली प्रतिभूति राशि घोषणा पत्र	30.12.2021 को सांय 05:00 बजे तक	31.12.2021 को 11:30 बजे

- उक्त निविदा सूचना में विक्रय प्रकृति की ऑनलाइन निविदाएं सम्मिलित है अतः वित्तीय निविदा (BOQ)/Price Bid में जी. एस.टी. एवं अन्य करों की राशि पृथक से निर्धारित कॉलम में अंकित करे ऐसा नहीं करने की स्थिति में क्रय निविदाओं में समस्त करों की राशि निविदादाता द्वारा दी गई दरो में सम्मिलित समझी जावेगी और विक्रय निविदाओं में समस्त करों की राशि (जीएसटी व अन्य) पृथक से वसूल किए जायेंगे।
- राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड में कार्यरत कार्मिक द्वारा निविदा में भाग लिया जाना पूर्णतः निषिद्ध है। संस्थान में वर्तमान में सेवारत कार्मिक के परिवार के सदस्यों द्वारा भी निविदामें भाग लिया जाना पूर्णतः प्रतिबंधित है। परिवार की श्रेणी में दादा, दादी, माता, पिता, पत्नी, पुत्र, पुत्री (दत्तक पुत्र, पुत्री सहित), पुत्रवधु, पौत्र, पौत्री, बहन, भाई शामिल होंगे। यदि संस्थान में कार्यरत कार्मिक के किसी रिश्तेदार (उपरोक्तानुसार वर्णित परिवार पत्र निविदा के साथ संलग्न करना होगा।
- निविदा प्रपत्र वेबसाइट [www.rajexcise.gov.in](http://www.rajexcise.gov.in) or [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) पर देखा जा सकता है एवं वेबसाइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) से डाउनलोड किया जा सकता है।
- ऑनलाइन निविदा में बोली प्रतिभूति राशि का मूल्य उपरोक्तानुसार जिसका डीडी RSGSM LTD. Payable at Jaipur के पक्ष में, प्रोसेस फीस की राशि डीडी के माध्यम से रु. 1000, Managing Director, RISL, payable at Jaipur तथा निविदा प्रपत्र शुल्क डी.डी. RSGSM LTD. Payable at Jaipur के पक्ष में डी.डी. द्वारा उपरोक्त वर्णित दिनांक को सांयकाल 6.00 बजे तक कंपनी कंपनी कार्यालय मुख्यालय हाजा में अनिवार्यतः जमा कराना होगा अन्यथा बिड स्वीकार योग्य नहीं होगी।
- निर्धारित तिथि एवं समय के बाद कोई भी बिड स्वीकार नहीं की जावेगी।
- निर्धारित तिथि एवं समय पर अपलोड की गई निविदाओं को कंपनी कार्यालय हाजा की उपापन समिति (क्रय समिति) द्वारा निविदाताओं या उनके प्रतिनिधियों की उपस्थिति में खोला/डाउनलोड जावेगा।
- निविदादाता की तकनीकी निविदा में सफल होने पर ही वित्तीय निविदा खोली जावेगी, तथा वित्तीय निविदा खोलने की सूचना ई-प्रोक द्वारा स्वतः मैसज के माध्यम से निविदादाता को प्राप्त हो जावेगी।
- तकनीकी निविदा के साथ माल एवं सेवा कर के संबंध में राज्य एवं केन्द्र सरकार द्वारा जारी दिशा निर्देशो व नियमों के अन्तर्गत आवश्यक दस्तावेज आदि की सत्यापित प्रतियां निविदादाता द्वारा निविदा प्रपत्र के साथ ऑनलाइन प्रस्तुत करनी होगी। इनके अभाव में निविदा को अस्वीकार कर दिया जावेगा।
- संबंधित सफल निविदादाता को 15 दिवस के भीतर-2 अनुबंध करना होगा, व कार्य सम्पादन प्रतिभूति राशि अनुबंध के समय पर जमा करानी होगी।
- संस्थान विक्रय प्रकरण में अधिकतम/क्रय प्रकरण में न्यूनतम दर को स्वीकार करने के लिये बाध्य नहीं होगी। साथ ही बिना कारण बताये निविदा को निरस्त किया जा सकेगा।
- कार्यादेश, अनुबंध आदि के संबंध में अगर कोई भी विवाद होता है, तो संबंधित फर्म के द्वारा प्रभारी संचालक महोदय को एकल पंच नियुक्ति करने का अनुरोध किया जा सकता है। एकल पंच द्वारा लिया गया निर्णय दोनों पार्टियों को स्वीकार योग्य होगा, तथा एकल पंच पर किये गये समस्त व्यय दोनों पार्टियों द्वारा समान रूप से वहन किया जावेगा।
- किसी भी विवाद की स्थिति में न्यायिक क्षेत्राधिकार श्रीकरणपुर स्थित न्यायालय होंगे।
- कंपनी कार्यालय में केवल निविदा शुल्क, निविदा प्रोसेसिंग शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं निविदा प्रपत्र की सभी शर्त व नियम से सहमति का 100/- रु. का नान ज्यूडिशियल स्टाम्प पेपर पर एनेक्जर बी का शपथ पत्र प्रस्तुत किया जावे। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही निविदादाता यह भी सुनिश्चित करें कि निविदा संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं निविदा प्रपत्र पूर्ण रूप से भरकर



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हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाईट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर निविदादाता को अयोग्य घोषित किया जा सकेगा।

## 15. ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट-2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिड दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- घ कोई भी बिड इलेक्ट्रॉनिकी फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
- ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
- च ऑन लाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।
- छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्यूरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाईट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन/सूचना बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 2360 मय जीएसटी (Rajasthan State Ganganagar Sugar Mills Ltd. payable at Sriganganagar के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 1000 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक, बोली प्रतिभूति राशि घोषणा पत्र एवं एनेक्सर 'बी' (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएम, श्रीगंगानगर कार्यालय में जमा कराना होगा, जिसके अभाव में तकनीकी बिड खोला जाना संभव नहीं हो सकेगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाईट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

**General Manager**



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निविदादाता द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय में नियमानुसार जमा करानी होगी। **डी. डी बनवाये जाने हेतु आवश्यक सूचना जो अपवाद होने की स्थिति में मान्य होगी:-**

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	2360 /-	डिमाण्ड ड्राफ्ट	Rajasthan State Ganganagar Sugar Mills Ltd., Payable at Jaipur
2	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur
3	निविदा की अनुमानित लागत	41.34 लाख		
4	बोली प्रतिभूति राशि	बोली प्रतिभूति राशि घोषणा पत्र	(रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर)	

निविदा में सभी संशोधन निविदा जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। निविदादाताओं द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।



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WEBSITE [www.rajexcise.gov.in/RSGSM/Website/RSGSM/tender.aspx](http://www.rajexcise.gov.in/RSGSM/Website/RSGSM/tender.aspx)

E mail ID [rsgmsgnr@yahoo.co.in](mailto:rsgmsgnr@yahoo.co.in)/ [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)

Detailed Notice Inviting Tender

E-Tender is invited for below mentioned items in single stage two cover system available online at [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) i.e. Request for Pre-Qualification/Technical Bid (online Bid under PQQ/ Technical Envelope) and Request for Financial Bid (comprising of price bid Proposal under online available BOQ Commercial Envelope):-

Sr. No.	Name of Items with quantity	Bid security	Tender Document Fees	Processing Fees	End date of bid submission
1-	Sale of BISS/NISS sugar 1590 qtls	Bid security declaration	2360/-	1000/-	30-12-2021 before 5 AM

## TERMS & CONDITIONS

1. Tenderers are also advised to study all technical and commercial aspects, instructions, forms, terms and specifications carefully in the tender document. Failure to furnish all information required in the Tender
2. Document or submission of a bid not substantially responsive to the Tender document in every respect will be at the tenderer's risk and may result in the rejection of the bid.
3. The Payment for Tender document Fee is Rs. 2360/-, in case of online only can be made by eligible bidders / contractors online directly through Debit Cards & Internet.
4. Quantity of Tender will be 1590 qtls. of BISS/Brown Sugar.
5. Rate should be quoted per qtls and all taxes levied extra.
6. The tenderer have to quote highest rate in the tender form and negotiation will be held with highest bidders if required as per Rajasthan Govt. Rules.
7. **Procedure for submission of Bids** The bids shall be submitted online in two separate envelopes.

### Envelope 1:

1. **Technical Bid** - The bidders shall uploaded the required details online in the Technical Bid.

### Envelope 2:

2. **Commercial Bid** -The bidders shall **quote** the prices in price bid format under Commercial Bid.) **Bidders are mandatorily required to submit the commercial bid in the prescribed online format only. No manual financial bid shall be entertained Following information should be uploaded by the tenderers in the Technical Bid:**

- a) Certificate from the proprietor/partner/firm authorizing firm's representative to sign/participate in opening and negotiation of the tender (signature duly attested).
- b) Copy of GST registration certificate.
- c) Copy of PAN card.
- d) Certificate regarding acceptance of all the Terms & Conditions as mentioned in the
- e) Signed Tender document.
- f) Upload the information i.e. Firm/Company Name, Complete Address, Contact person, Mobile No & email ID.
- g) Proof of experience for same nature of Sale/ purchase work.

**In case of Non-attached of the above, the technical bid shall be rejected.**

8. The successful tenderer shall have to deposit 2.5% money of basic value of BISS/Brown Sugar with in 7 days after LOI/ Agreement. The earnest money deposited at the time of tender is however adjustable in the security money.
9. Rate to be quoted shall be ex-factory exclusive of all duties and taxes. Duties & taxes will be levied as applicable at the time of lifting of BISS / Brown Sugar.



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10. Lifting period shall be 30 days. The entire allotted quantity will have to be lifted within stipulated period.
  11. The lifting shall be on the basis “as is where is” against 100 % advance payment.
  12. The weighment shall be done at our factory weighbridges from 0900 hours to 1700 hours on all working days. Weighment as recorded at our weighbridge shall be final.
  13. You shall make your own arrangement of lifting and transportation.
  14. You shall give the name of authorized person and transporter with attested signatures to whom the BISS / Brown Sugar is to be delivered.
  15. You shall abide by the rules & regulations enforced by the Excise & Taxation Commissioner; Rajasthan from time to time right from the day of auction of BISS / Brown Sugar till the entire sold stock is lifted.
  16. The Mill is free to supply any quantity of BISS / Brown Sugar to any Coop. / Govt. Institution out of the total quantity sold.
  17. You shall have no right to claim lifting of BISS / Brown Sugar in case of cancellation of the allotment of BISS / Brown Sugar to you due to the policy /decision / direction of State Govt. / Central Govt.
  18. (i) If the contractor fails to execute the order/contract within the period specified in the tender, 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 General Manager 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 tenderer fails to execute the order/contract within the period specified in the tender , the General Manager of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the tenderer as liquidated damages and not by way of penalty, a sum equal to the following percentage of the value of goods which the tenderer has failed to lift for the period of delay as stated below :-
    - (a) Delay upto one fourth period of the prescribed lifting period – 2.5%+GST
    - (b) Delay exceeding one fourth but not exceeding half of prescribed lifting period – 5%+GST
    - (c) Delay exceeding half but not exceeding three fourth of the prescribed lifting period – 7.5%+GST
    - (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed lifting period – 10%+GST
- Notes :
- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
  - (b) The maximum amount of liquidated damages shall be 10%.
  - (c) When the successful tenderer is unable to complete the order/contract within the specified or extended period, the Company shall be entitled to sale in the open market without giving any notice to the tenderer but at his risk and cost i.e. tenderer's account and risk the goods or any part thereof which the tenderer has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the tenderer shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the tenderer. But the



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tenderer shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the tenderer under this or any other contract with the Company. If recovery is not possible from the bills and the contractor fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the Company.

19. The amount of security deposited will refund after completion of work.
20. No conditional tender will be accepted. Bidders are mandatorily required to submit the commercial bid in the prescribed online format only. No manual financial bid shall be entertained.
21. Managing Director of the Mills has right to relax any of the condition as mentioned above in special & extra ordinary circumstances.
22. **The tender of BISS / Brown sugar is only for industrial users. The successful bidder will submit an Affidavit that use of purchased BISS / Brown Sugar would be only for industrial uses not for Human consumption.**
23. Tenderer will be liable to comply with all the rule & regulation of the Motor Vehicle Act. & the order of Hon'ble Courts at the time of transport of BISS/Brown Sugar. Mills management will not be liable for any legal action against transport for any violation.
24. Dispute, if any arising out of this sale will be referred to the General Manager, RSGSM, whose decision shall be final and binding on both the parties.

All the tenderers are requested to present at the date & time of opening of Technical & commercial bids and to attend the negotiation on date & time mentioned above.





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## **GENERAL TERMS & CONDITIONS OF BID AND CONTRACT**

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If it 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. The authorized signatory shall 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, 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, its bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. distillery/ warehouses of reduction centers.
6. The bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The bidder should sign and upload bid form at the end of each page as token of his acceptance of all the terms and conditions of the bid.
8. **Bid Security - Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 11.01.2022, in lieu of bid security a Bid Security Declaration shall be taken.**
  - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% 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





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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 for 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 execute work as per 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.



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## 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) Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 11.01.2022, the performance security shall be taken as under:-
  - (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 3% of the amount of work order, in case of procurement of works;
  - (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small Scale Industries of Rajasthan; and
  - (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR); and]
- d) Performance security amount exceeding 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 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-



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- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
  - b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
  - c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
  - d) The bidder shall be asked to execute the agreement on a non-judicial stamp of specified value 0.25% of the contract amount or value set forth in such contract.
11. Bid shall be valid
- a. 90 days from the date of opening of technical.
  - b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract period or for the period for which bids are invited whichever is higher.
12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
13. The bids should be submitted along with samples, if required.
14. **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 within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion may allow extension of time subject to recovery from the bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the bidder has failed to supply for the period of delay as stated below:-
    - a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST



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

## **Notes :**

- i. Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
  - ii. The maximum amount of liquidated damages shall be 10%.
  - iii. When the successful bidder is unable to complete the order/contract within the specified or extended period, the company shall be entitled to accept supply from the open market without giving any notice to the bidder but at his risk and cost i.e. bidder's account and risk the goods or any part thereof which the bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the bidder. But the bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the bidder under this or any other contract with the company. If recovery is not possible from the bills and the bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.
  - iv. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - v. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
15. 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.
16. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
17. 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 seat of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
18. If the bidder resiles from his offer or offers new terms after opening of the bid, its bid security is liable to be forfeited with 18% GST.



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19. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
20. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
21. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
  - (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
  - (ii) the financial bid containing financial aspects including the price.
22. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.



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## Technical Bid Information regarding bidder

Sr. No.	Particulars	Evidence enclosed or not
1.	Status of bidder i.e. Firm/Partnership Firm/Company/Cooperative society with Complete Address, Name of concerned person, Mobile No & e-mail ID.	
2.	Capacity in which tenderer signing tender	
3.	Authorization letter from the proprietor/partnership firm for representative to sign/participate in opening and negotiation of the tender (signature duly attested).	
4.	Affidavit on 100 Rs stamp paper for Industrial purpose of NISS/Brown Sugar not for human consumption	
5.	GST registration certificate.	
6.	PAN card.	
7.	Certificate regarding acceptance of all the Terms & Conditions as mentioned in the bid document.	
8.	Proof of experience for same nature of sale/purchase/ service work.	
9.	Annexure B on Rs 100 non judicial stamp paper	
10.	Bid security declaration on Rs 100 non judicial stamp paper	
11.	Tender documents with seal and sign	



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

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

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

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

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

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

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## Annexure B : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

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

Doc1



# Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,

Jaipur - 302006 –Rajasthan

Fax. No. 0141-2740676 Website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

- (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.

Doc1



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FORM No. 1

[See rule 83]

## Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No .....of .....

Before the ..... (First / Second Appellate Authority)

### 1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. .... Grounds of appeal:

.....

..... (Supported by an affidavit)

7. .... Prayer:

.....

.....

Place .....

Date .....

Appellant's Signature

Doc1



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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) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) 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.

(iii) 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 25% 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.

Doc1



# Rajasthan State Ganganagar Sugar Mills Limited

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**Annexure 'F'**

## Technical Bid Submission Sheet

**NIB. NO. RSGSM/HO/2021-22/SF/34**

**Dated: 21.12.2021**

To,

The GM  
RSGSM Ltd.  
Jaipur

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document. We offer to supply in conformity with the Bidding Document and in accordance with the supply schedule given from time to time for supply of **Sale of NISS**
- (b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- (d) Our firm, for any part of the Contract, have nationalities from the eligible countries
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- (f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: \_\_\_\_\_

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

Signed : \_\_\_\_\_

Duly authorised to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

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



# Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,

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**Annexure "G"**

**(on rupees 100 non-judicial stamp duly notarized)**

## Form of Bid-Securing Declaration

Date :

Bid No. :

Alternative No. :

To :

-----  
-----

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on        day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]