

Rajasthan State Ganganagar Sugar Mills Limited

Chak 23 F Kaminpura SRIGANGA NAGAR_335027(RAJASTHAN)

FAX NO. 01501-248016,

WEBSITE www.rajexcise.gov.in/RSGSM/Website/RSGSM/tender.aspx

E mail ID rsgmsgnr@yahoo.co.in

Notice Inviting Bid

**BID INVITED For Procurement of Paints for cane season 2018-19 at 23F
Kaminpura, Keshrisinghpur Sugar Factory Sriganganagar (Rajasthan)**

(Year 2018-19)

Two Part Bid (TECHNICAL BID)

NIB No.Purchase/03/2018-19/SF23FKaminpura/

Date. 14.05.18

Download of Tender Form : Upto one day before opening date of Bids up 6.00pm

Last Date/ Time of submission of the Tender: As mentioned in Notice inviting Bids

Date and time of opening of the Tender: As mentioned in Notice inviting Bids

Price of Tender Documents : Rs. 236/-



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD
23 F Teh- Srikaranpur, Sri Ganganagar – 335027 (RAJ.)
 Ph. 01501-248015, 248064, Fax- 01501-248016

TENDER NOTICE

NIB No.Purchase/03/2018-19/SF23FKaminpura/

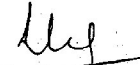
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Date. 14.05.18

1. Sealed Single Stage Two–envelopes unconditional Bids are invited for the procurement of various services for cane season 2018-19 from, competent & experienced contractors and supplier. Separate sealed bids for each work/material must reach up to 6.00 pm. upto one day before opening date of bids noted against each :-

S. No	Description	Estimated cost in Lacs rupees	Cost of each tender doc.with GST @ 18%	Amt of Bid security (in Rs)	Validity period of Bids	Date & Time (Upto 6:00 PM) of Submission Bids	Date & Time (02:00 PM) of opening Bids
1.	Trash plate and Scrapper	4.0	Rs 236	8000	90 DAYS	29.05.18	30.05.18
2.	Paint	4.20	Rs 236	8400	90 DAYS	29.05.18	30.05.18
3.	M.S. Plate	7.50	Rs 236	15000	90 DAYS	29.05.18	30.05.18
4.	Perforated Sheet	9.0	Rs 236	18000	90 DAYS	04.06.18	05.06.18
5.	Welding Electrode	2.0	Rs 236	4000	90 DAYS	04.06.18	05.06.18
6.	Phosphoric Acid	4.80	Rs 236	9600	90 DAYS	04.06.18	05.06.18
7.	P.H.Booster	4.30	Rs 236	8600	90 DAYS	04.06.18	05.06.18

- The Bidders must submit their rates only in the prescribed price bid .The financial rates other than in price bid would be liable for rejection.
- Bidding Document can be seen at website /rajexcise.gov.in/RSGSM/Website/RSGSM-Tenders.aspx and <http://sppp.rajasthan.gov.in> The price of Bidding Document is Rs Rs 236/-which may be paid before the time of submission of the Bid.
- Instructions for submission of Technical Bids:-
Two sealed envelopes (one Technical bid and another containing price bid)should be submitted simultaneously .The envelope of price bid would contain rate only while all other documents and EMD draft/pay order/cash receipt must be placed in the envelop of technical bid.
- Bids received after the specified time and date shall not be accepted.
- The Bids shall be opened in the office of RSGSM at 23 F , Teh- Srikaranpur, Distt-SriGanganagar at 2.00 PM on prescribed date as above in the presence of the Bidders or their representatives who wish to be present.
- RSGSM. Management reserves the right to reject any tender without assigning any reason thereof.
- The Bidders shall have to submit a valid 'PAN' issued by Income Tax Department.
- The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason there of.
- Tender form can be downloaded from the website /rajexcise.gov.in/RSGSM/Website/RSGSM-Tenders.aspx and <http://sppp.rajasthan.gov.in> . The cost of Tender form Rs. Rs 236/- & EMD (Bid Security) drawn in favour of Rajasthan State Ganganagar Sugar Mills Ltd, payable at Sri Ganganagar must be deposited in the office of RSGSM Ltd., Sri Ganganagar before Submission date & time of Tender. Tender without appropriate EMD (Bid Security) shall not be accepted. The Technical Bid & Financial Bid must be submitted separately. Financial Bid of Tenderer who qualifies in technical bid would only be opened later on, on the date to be intimated by RSGSM.


General Manager

INTRODUCTION

The number of the Invitation to Bid is	NIB No.Purchase/03/2018-19/SF23FKaminpura/
The Procuring Entity is	Rajasthan State Ganganagar Sugar Mills Ltd. Sri Sriganganagar
The goods/ Services to be procured are	Paints
The price of the Bidding Document	Rs. 236/- by way of Cash /Demand Draft/Banker's cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited 'Payable at Sri Ganganagar
For clarification purposes only, the Procuring Entity's address is	General Manager Rajasthan State Ganganagar Sugar Mills Ltd., 23 F Kaminpura Sri Ganganagar 335001 (Rajasthan) 01501-248064, 248015 Email- rsgmsgnr@yahoo.co.in
The Pre-Bid conference	No
The language of the Bid is	English & Hindi
The bidder shall submit with its Bids	As mentioned at Bid Check list & terms & conditions of bid documents
The Bid validity period shall be	90 days from the dead line for submission of Bids
Bid Security (EMD)	8400/-
Bid Securing Declaration shall be required	From Department of the State Govt and undertaking Corps, antonomous bodies Registered societies, Cooperative Societies, which are owned or controlled or managed by the state govt. & govt. undertakings of the central govt.
Bid Security to be deposited	By Cash / Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Sri Ganganagar & should be deposited with RSGSM Ltd, Sriganganagar upto 06.00 pm by dated 29.05.17 or can be placed in the envelope of technical Bid.
Authorization	Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder
Downloading of Bids	Up to 06 PM of 29.05.17 from Rajasthan Govt. portal sppp.rajasthan.gov.in & RSGSM website www.rajexcise.gov.in/RSGSM/Website/RSGSM/tender.aspx
Submission of Bids	Up to 06.00 pm by 29.05.17
Opening of Bids	At 02.00 pm on 30.05.17 at Rajasthan State Ganganagar Sugar Mills Ltd, 23 F Kaminpura
<i>Order Can be divided among more than one Bidders</i>	Yes, at the discretion of RSGSM Ltd.
<i>The period within which the contract agreement is to be executed and performance Security is to be submitted is</i>	<i>10 days from the date of issue of work order</i>
<i>The Designation and Address of First Appellate Authority</i>	<i>The General Manager</i>

	<i>Rajasthan State Ganganagar Sugar Mills Ltd, 23 F Kaminpura, Teh-Srikaranpur</i>
<i>The Designation and Address of Second Appellate Authority</i>	<i>Finance Advisor Rajasthan State Ganganagar Sugar Mills Ltd, 4th Floor, Nehru Sahkar Bhawan, Jaipur</i>

I/ We..... (*Name of the person*) in the capacity of (*Designation*) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agree to abide by all the conditions and have 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 : _____
Office Address (with pin code) : _____
Factory Address (with pin code) : _____

Telephone Nos. : _____
Office : _____
Residence : _____
Factory : _____
Fax (with STD code) : _____
E- mail ID : _____
Mobile : _____

Statutory Details

Income Tax PAN No. : _____
GST Registration No. _____
Bid Security DD/BC No. & Amount : _____

Signature
Name of Signatory (IN BLOCK LETTERS)

Designation

Date : _____

Place : _____

(Attach sheets where-ever necessary and strike out whichever is not applicable)

Rajasthan Stage Ganganagar Sugar Mills Limited

23 F Kaminpura Sri Ganganagar-335001 (Rajasthan)

Tel. No. : 01501-248064, 248015 Fax : 01501-248016 Email ID : rsgsmggnr@yahoo.co.in

Important Instruction :- 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]have come into force which are available on the website of State Public Procurement Poratal <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 and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

Special Terms and Conditions for Tenders of Paint for cane season 2018-19.

The Size specification & quality required are given in the Financial Bid The material other than the prescribed size specifications would not be accepted by RSGSM Ltd. Therefore bidders should offer their rates for the material having these size specification only, In case where the specification of any item is not mentioned, the Quality of goods shall be as per I.S. Specifications In this regard supplier firm shall submit an affidavit.

- 01. Packing :-** The goods to be packed in such a way that it does not break during loading, transportation & unloading and no negative effect on shape, quality, etc. happen in handling of packages of the goods.
- 02. Rate :-** Single Rates should be quoted in Financial bid on F.O.R. Sugar mil, 23 F Sri Ganganagar basis
- 03. Evaluation :-** The bids will be technically and financially evaluated. The tenderer will provide complete Profile of the Company/ organization including detail of clients to whom material was supplied in the past mentioning the year of supply under the entire satisfaction of clients. If there was any dispute about quality of material or otherwise the same must be specified by the bidders.
- 04. Deduction in case of variation in Specification beyond permissible limits:**
 - I. Substandard goods shall not be accepted.
 - II. If in case of exigency, the same are considered, then the proportionate deduction as decided by The GM, RSGSM LTD, shall be made from the payment, of the bills of suppliers.
- 05.** Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item even after the final payment. If quality of supplied goods are not found upto the mark, the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard any claim of supplier shall not be accepted.
- 06. Escalation :-** Rates would be firm during the period of contract. No escalation in prices would be allowed.
- 07. Verification:-** Verification of every consignment of goods shall be done by CC & DM(Store) of RSGSM Ltd at Sugar Factory Store at 23-F Kaminpura Sriganganagar after receipt of material & give required parameter .
- 08. Testing :-** Testing of the quality of goods would also be done wherever necessary.
- 09.** No increase in GST shall be allowed on the basis of increase in turnover.
- 10. Payment:-** 75 % payment would be made after receipt of material at Sugar Factory Store at 23-F kaminpura Sri Ganganagar after satisfactory physical inspection of the quality by the AEn Boiler, CC & DM (Store) of the company & 25% after completion of cane crushing season and maintain required parameter. However, in exceptional circumstances where it is considered absolutely necessary by RSGSM, payment terms as follows, can be considered by the company:-
 - i) 75% payment against negotiation of the documents through bank and
 - ii) 25% payment after receipt of material at Sugar Factory store at 23-F kaminpura SriGanganagar after verification of quality by Boiler AEn & CC & DM (Store) of the company deputed for this purpose.
- 11. E.M.D. (Bid Security.)-** Bid security shall be as mentioned in notice inviting bids which is equivalent to 2% of the estimated value of the material . 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. 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. Bid securing declaration shall necessarily accompany sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

Amount of EMD more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Tender without appropriate EMD Shall not be accepted. The Bid Security must remain valid Thirty days beyond or extended validity period of the bid. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

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.

मात्रा अनुसार कुल निविदा मुल्य का आंकलन किया गया है, शर्तों के अनुसार कुल निविदा मुल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण निविदा मात्रा पर आंकलित की गई अमानत राशि प्रत्येक निविदा दाता को जमा करानी अनिवार्य है जिसके अभाव में निविदा स्वीकार नहीं होगी जिसके लिए निविदा दाता स्वयं जिम्मेदार होगा।

12. Supplier should be a manufacturer, distributor dealing in the goods for which tenders are invited.
13. The supplier shall have to adhere strictly to supply schedule. In case of not maintaining supply as per schedule and the material may be procured from any source at any point of time on the risk and cost of the supplier under clause 20 { Note (c) } of the general conditions.
14. **Quantity & Estimated Value of Tender :-** The quantity of goods sought to be purchased is mentioned in financial bid which is approximate and tentative, it is subject to variation as per Rajasthan Government directives and policies. The Quantities are subject to permissible variation of $\pm 1\%$. The management reserves the right to change the specification, size, design and quantity anytime during the contract.
15. **Variation in quantity:** Variation upto $\pm 1\%$ shall be allowed in Total Quantity to be supplied for the purpose of completion of the Supply Order.
16. **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.
17. Any duty, taxes etc. paid at the time of purchase shall be refunded to RSGSM in the event of the same being held to be not payable.
18. **Repeat Order (Right to vary quantity)-**
The limit of repeat order shall be 50% of the value of goods of the original contract. Or as per RTPP rules 2013, as one dated of repeat order
19. **Inspection :**
The RSGSM Ltd. may carry out sudden inspection of the factory/ works /office /shop or of the show room of the Tenderer before or during the supply contract without prior intimation. If these are found un-functional or the given information if found otherwise than as mentioned in the Tender his EMD/Security Deposit shall be forfeited.

20. Management reserves the right to reject the Tenders of suppliers whose report have been found unsatisfactory any time during the supply contract or tenderers who have been black listed for any reason anytime during the supply contract.
21. Management reserves the right to give tenderers applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the Tender conditions the tenderer shall be given further order.
22. **Breakage/defects:-** Transit breakage/ cost of defective materials shall be borne by supplier which shall be known during the process of use and deduction shall be made from suppliers payment.
23. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
24. Bid must be submitted in the Two sealed Envelope named as “Technical Bid and Financial Bid”. The Technical bid along with the EMD & all required documents should be kept in a separate sealed Technical Envelope and the Financial rates should be mentioned in the separate envelope named as Financial Bid.
25. The financial bid of those tenderers who are qualified in technical bid evaluation would only be opened later on the date to be intimated by RSGSM.
26. Tenderer should enclose certified copy of all the required document as per checklist enclosed with Tender form.
27. Tenderer should enclose certificate showing specifying categories of his industry viz micro, small, medium etc.
28. The tenderer would necessarily enclose copy of permanent registration as SSI Unit from the competent authority to avail benefit of SSI units.
29. **Comparison of rates of firms outside and those in Rajasthan.-** While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
30. **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 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.
31. **Execution of agreement.-** The bidder shall execute the agreement on a non judicial stamp of specified value at his own cost.
32. As per instructions of circular No. 3/2013 Dated 04-02-2013 finance (G&T) Department, Govt. of Rajasthan Annexures enclosed. Please read carefully and comply :-
 - Annexure A :** Compliance with the Code of Integrity and No. Conflict of Interest
 - Annexure B :** Declaration by Bidders regarding Qualifications
 - Annexure C :** Grievance Redressal during Procurement Process
 - Annexure D :** Additional Conditions of Contract
33. Income Tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.
34. No counter condition shall be accepted.
35. In case of any deviation in special terms and conditions from general terms & conditions, then the special terms and conditions shall prevail upon.

Signature and seal of Tenderer

Rajasthan State Ganganagar Sugar Mills Limited

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT

1. The tenderer 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 terms, conditions or specifications etc. he should refer to officer Incharge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the tenderers.
2. Tenders should be filled in with ink. No tender filled in by pencil or otherwise shall be considered. No addition and alteration should be made in the tender. No over writings should be done. Corrections, if any, should be done clearly and should be initialed.
3. Quotation must be submitted in properly sealed envelope according to the directions given in the tender notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of tender and name of tenderer.
4. Tenderers are hereby explicitly warned that individuals signing the tender 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 i.e. for procurationem?
 - (d) In case of Companies and registered firms, as Secretary, Manager, Partner, Director etc. will submit an authorisation of the company. The copy of the document in which authority has been given should be enclosed with the tender if the same has not been sent to the Company prior to the opening at tender.
5. Only manufacturers distributor who deals into the goods for which they submit tender shall be eligible.
6. Dealer not registered under GST, prevalent in the state where his business is located, may not be eligible for tender. The GST registration numbers should invariably be quoted.
7. If a tenderer imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
 - (a) Rates quoted must be inclusive of all charges and taxes except Central / Rajasthan GST which shall be added at the prevailing rates. The tenderer should however indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F. O .R. Sri Ganganagar.
 - (b) Any increases in any duty or any other tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in the excise duty or any other tax after the due date of tender will be paid less to the party.
 - (c) If GST is charged by the supplier/manufacturer, they would be required to issue invoice performas as prescribed by government. Such party should specifically indicate the guaranteed amount of GST credit which would be available to the company under GST scheme of GST department. In case such credit falls short than the guaranteed amount the difference would be recoverable from their bills
9. The tenderer shall not assign or sublet his contract or any part thereof to any other agency.
10. The tenders should sign the tender form at the end of each page as a token of his acceptance of all the terms and conditions of the tender.
11. The tender must be accompanied by an earnest money as required which is equivalent to 2% (0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the value of the items tendered without which the tender shall not be considered. The earnest money should be deposited by cash, DD or Banker cheque in the name of Rajasthan State Ganganagar Sugar Mills Limited, payable at Sriganganagar.

Note : (1) The rates should be quoted in a sealed cover and DD should be in a separate enclosure with the sealed cover in the manner prescribed by RSGSM Ltd.

(2) The earnest money will be refunded to unsuccessful tenderer after final acceptance of the tender whereas in case of successful tenderer, it will be treated a part of the security deposit.

12. No request for adjustment of outstanding claim of any kind against the company towards EMD/SD will be entertained, and failure to deposit the EMD/SD in full amount will always result in cancellation of tender.
13. **TENDER SHALL BE VALID for 90 days** from the dead line for submission of Bids
14. The tenderer 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.
15. The tenders should be submitted along with samples, if required.
16. The quantities shown in the tender notice are approximate and it may be increased upto 50% by repeat order Or as per RTPP rules 2013, as one dated of repeat order . The supply shall have to be arranged according to requirements as and when orders are placed throughout the contract period.
17. The time specified for supply of goods shall be deemed to be the essence of the contract and the successful tenderer shall arrange supply/work within that period on receipt of work/supply order from the Company.
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 supply for the period of delay as stated below :-

(a) Delay upto one fourth period of the prescribed delivery period – 2.5%
(b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5%.
(c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5%.
(d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period – 10%.

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 accept supply from 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 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. When the security money in full or in part is proposed to be forfeited, a notice will be given to the tenderer to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
 20. 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 Incharge of the Company with such conditions as may be deemed fit.
 21. Remittance charges on payment made to firms except through cheques will be borne by the supplier unless specifically agreed by the Company.
 22. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Srigananagar city only. Direct or indirect canvassing on the part of tenderers or their representatives will disqualify them.

23. In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator appointed by General Manager, RSGSM whose decision shall be final and binding on both the parties.
24. (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
(ii) If the tenderer resiles from his offer or offers new terms after opening of the tender, his earnest money (Bid Security) is liable to be forfeited.
(iii) The submission of more than one tender and under different names is prohibited.
(iv) Any relationship or business connection that may exist between tenderer and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to the Company.
25. Specifications (if any) of the items for which tenders are invited are given in the Financial bid.
26. The Goods and service tax (GST) shall be paid as per rules GST act for which necessary details should be provided by the supplier.

Signature and seal of Tenderer

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD.,
SRIGANGANAGAR (RAJASTHAN)**

NIB No.Purchase/03/2018-19/SF23FKaminpura/

Date. 14.05.18

TECHNICAL BID CHECK LIST

**(Information to be provided along with the Tender Documents & requisite EMD (Bid security).
Without Bid security the Tenderer shall not be considered for Financial Bid)**

01. Name of the Tenderer

02. Capacity in which tenderer submitted tender

03. Registration with the GST Department

(Enclose Copy of Certificates)

04. Manufacture / Authorized Dealer

(Enclose copy of Authorization Certificates)

05. Income Tax Permanent Account No.

(Enclose copy of PAN card)

06. EMD(Bid security) Submitted

(Mention Details)

**07. List of client is whom such material was supplied in
the past including year of supply and cost etc.**

08. Whether declaration in Annexure F enclosed

Signature of the Tenderer

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.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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.

- (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.

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

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.

Annexure 'E'

(To be Produced with Technical Bid wherever required)

To whome it may concern

Authorisation Certificate

Cerified that –M/S-----

----- (Name of firm submitting tender)

are authorised Distributor to sale -----

----- (mention brand name of prodect)

Manufactured by us, in -----districts of ----- (Mantion name of state) in INDIA

This authorisation is valid upto -----

Dated-----

Singnature of
Manufacturer with complete
Address

Annexure 'F'

Technical Bid Submission Sheet

NIB No.Purchase/03/2018-19/SF23FKaminpura/

Date. 14.05.18

To,
The GM
RSGSM Ltd.
Sriganganagar

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 **Paints.**
- (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) Our firm, for any part of the Contract, have nationalities from the eligible countries
- (d) We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- (e) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- (f) 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.
- (g) 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.
- (h) 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: _____

(Shall be submitted along with the Bid Security)

RATE CONTRACT AGREEMENT (Performa)

This Agreement is made on the ____ day of _____ 2018 between **Rajasthan State Ganganagar Sugar Mills Limited 23 F Kaminpura Sri Ganganagar** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as '**RSGSM**') –

FIRST PARTY

AND

M/s _____ having its office _____ (Hereinafter referred to as the eligible '**Supplier**') on the terms and conditions set forth hereunder: -

SECOND PARTY

1. The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.
That the duration of this contract shall be upto end of cane season 2018-19 RSGSM reserves the right to increase the quantity upto 50% by way of repeat order. Or as per RTPP rules 2013, as one dated of repeat order
2. That the tender form as submitted by the tenderer and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the tender and that of the Purchase Order.
4. The conditions of the tender and contract for open tender enclosed to the _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. Purchases Order No. _____ dated _____ issued by the RSGSM and appended to this agreement regarding supply _____ to first party (RSGSM Ltd. 23 F Kaminpura Sri Ganganagar) by the second party shall also form part of this agreement.
4.
 - (a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will pay through Cheque or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
 - (b) The mode of Payment will be as specified below:-
 - i) 75% payment would be made by _____ against negotiation of the documents to bank and
 - ii) 25 % payment would be made after receipt of material at Sugar Factory Store at 23-F Kaminpura Sri Ganganagar after verification of quality by the representative of the company deputed for this purpose.
5. The supplier shall be responsible for proper standard packing so as to avoid damage in transportation and delivery of material in good condition at destination. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the Sugar Factory Store at 23-F kaminpura Sri Ganganagar the same shall be debited to the supplier.
6. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the supplier in such an event.

7. The supplier shall make supplies as per the given specification and in accordance with the time given in the supply schedule as per orders placed to them.
8.
 - (i) Should The supplier fail to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesid a have arisen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the manufacturer or similar reasons which the RSGM may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.
 - (ii) Should the supplier fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The General Manager RSGSM Incharge may at his discretion allow extension of time, subject to recovery from the supplier as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the supplier has failed to supply for the period of delay as stated below :-
 - (a) Delay upto on fourth period of the prescribed delivery Period. 2 ½%
 - (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. – 5%
 - (c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period. -7 ½%
 - (d) Delay exceeding three fourth of the prescribed delivery period. - 10 %

Notes:

- (I) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - (ii) The maximum amount of agreed liquidated damages shall be 10%
 - (iii) When the supplier is unable to complete the order/contract within the specified or extended period the company shall be entitled to accept supply and get the work done from the open market without notice to the supplier, but at his risk and cost i.e. supplier Account and risk. The goods or any part thereof which the supplier has failed to supply or if not available, the best and nearest available substitute thereof or to cancel the contract and the supplier shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the supplier. But the supplier shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sum accruing to the supplier 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.
9. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item even after the final payment. If quality of supplied goods are not found upto the mark, the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier . In this regard any claim of supplier shall not be accepted.

10. Arbitration Clause. : In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator appointed by General Manager, RSGSM Sriganganagar whose decision shall be final and binding on both the parties.
11. The venue of the arbitration shall be Sriganganagar only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be Sriganganagar only.
12. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Supplier have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. _____ General Manager
Authorised Sinatory RSGSM, Sriganganagar

Witness

1. _____
2. _____

Witness

1. _____
2. _____

The bidder shall execute the agreement (within 10 days issuing purchase order) on a non judicial stamp of specified value at its cost.

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD.,
23-F kaminpura SriGanganagar

NIB No.Purchase/03/2018-19/SF23FKaminpura/

Date. 14.05.18

Financial Bid for Paints for the Year 2018-19

Detail of Tenderer:-

- 1. Name of Party**
- 2. Full Address**
- 3. Telephone/Fax/Mobile**
- 4. E-Mail**
- 5. TIN No**
- 6. PAN No**
- 7. Name of Bank with full address of the Branch**
- 8. Type of A/c**
- 9. Bank A/c No.**
- 10. Prescribed Period for supply of material -30 days from receipt of purchase order.**

S. No.	Name of the article with detailed size & specifications	Quantity	Rates offered per unit			
			Basic	GST	Other taxes (If any)	Total
1.	Black Bituminous Paints Acid alkali heat resistant Make- Asian/Narolac/ British with MSDS	300 Ltr.				
2.	Road off White Make- Asian/Narolac/ British with MSDS	360 Ltr.				
3.	Duroglaze White Make- Asian/Narolac/ British with MSDS	60 Ltr.				
4.	Red Oxide Make- Asian/Narolac/ British with MSDS	700 Ltr.				
5.	Epoxy Blacki Make- Asian/Narolac/ British with MSDS	40 Ltr.				
6.	Epoxy Thinner Make- Asian/Narolac/ British with MSDS	20 Ltr.				
7.	Golden Yellow Paints Make- Asian/Narolac/ British with MSDS	80 Ltr.				

8.	Smoke Grey Make- Asian/Narolac/ British with MSDS	400 Ltr.				
9.	Aluminum Paints Make- Asian/Narolac/ British with MSDS	100 Ltr.				
10.	Bus Green Make- Asian/Narolac/ British with MSDS	80 Ltr.				
11.	P.O. Red Make- Asian/Narolac/ British with MSDS	80 Ltr.				
12.	Thinner General Purpose Make- Asian/Narolac/ British	460 Ltr.				
13.	Painting Brushes Nylon Make- Deer a. Size 4" b. Size 3"	04 Pcs. 06 Pcs.				
14.	Painting Brushes Nylon c. Size 4" d. Size 3"	06 Pcs. 06 Pcs.				
15.	Interior Paint No.1 (Apexior No.1) Asian make / Nerolac with MSDS	140 Ltr.				
16.	Smoke Gray Enamel Paint Asian make / Nerolac with MSDS	70 Ltr.				
17.	Pure White Enamel Paint Asian make / Nerolac with MSDS	100 Ltr.				
18.	Black Enamel Paint Asian make / Nerolac with MSDS	40 Ltr.				

We here by give our consent to supply above items to Rajasthan State Ganganagar Sugar Mills Ltd., 23-F Kaminpura, Srikampur Sri Ganganagar as per rates indicated against each, on the terms and conditions prescribed by RSGSM Ltd.

Signature of Tenderer
With seal

Dated:-
Place:-