



# **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

Regd. Office: 4<sup>th</sup> FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006

CIN: U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-id: dgmpurchase.rsgsm@rajasthan.gov.in

## **Notice inviting e-bid**

### **Rate Contract For ROPP Seals (29 MM)**

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

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

**NIB. NO. RSGSM/ROPP Seals/RC/2021-22/Pur/25      Dated 25.10.2021**

<b>Pre-bid meeting</b>	<b>:</b>	<b>On 29.10.2021 at 12.30 p.m.</b>
<b>Start date/ time for submission of bid form</b>	<b>:</b>	<b>From 03.11.2021 at 04.30 p.m.</b>
<b>Last date/ time of download of bid form</b>	<b>:</b>	<b>Till 15.11.2021 up to 6.00 p.m.</b>
<b>Last date/ time of upload of the bid</b>	<b>:</b>	<b>Till 15.11.2021 up to 6.00 p.m.</b>
<b>Date and time of opening of the bid</b>	<b>:</b>	<b>On 16.11.2021 at 12.30 p.m.</b>
<b>Date and time of opening of the financial bid</b>	<b>:</b>	<b>To be intimated through eproc automated messaging system</b>
<b>Price of bid documents for micro, small enterprises</b>	<b>:</b>	<b>Rs. 2360/- including GST</b>
<b>Price of e- bidding process fee</b>	<b>:</b>	<b>Rs. 1000/-</b>

# Rajasthan Stage Ganganagar Sugar Mills Limited

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006

Tel. No. : 0141-2740841 Fax : 0141-2740676 Email ID : dgmpurchase.rsgsm@rajasthan.gov.in

**NIB NO RSGSM/ROPP Seals/RC/2021-22/Pur/25**

**Date 25.10.2021**

## NOTICE INVITING BIDS

1. Single stage online unconditional bids are invited up to 6.00 p.m. by 15.11.2021 for the procurement of ROPP seals from manufacturers of the subject matter of procurement on F.O.R. basis at various reduction centers of Rajasthan State Ganganagar Sugar Mills Limited. Details are as under-

S N	Name of article	Quantity	Amount of bid security	Validity period of bid	Place of delivery
1.	ROPP seal duly printed	25.00 lacs	Bid security declaration required	90 days	Annexure- E

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

3. **ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-**

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

ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।

ग इलेक्ट्रॉनिक बिड प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्र के साथ अटैच कर दी गयी है।

घ कोई भी बिड इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।

ङ बिड प्रपत्र 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, ऑनलाइन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।

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

झ बिड शुल्क, बिड प्रोसेसिंग शुल्क, के डिमाण्ड ड्राफ्ट/बैंकर्स चैक/ऑनलाईन जमा विवरणी, बोली प्रतिभूति राशि घोषणा पत्र एवं मूल शपथ पत्र (नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।

ञ बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड कर दिए गए हैं। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

**Dy. General Manager (Purchase)**

# Rajasthan Stage Ganganagar Sugar Mills Limited



**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**  
Regd. Office: 4<sup>th</sup> FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006  
CIN:U15421RJ1945SGC000285  
Tel: 0141-2740841, Fax: 0141-2740676, Email-ID : [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)

**NIB. NO. RSGSM/ ROPP Seals/RC/2021-22/Pur/25**

**Dated – 25.10.2021**

## **NOTICE INVITING BID**

Bids for ROPP seals are invited from interested bidders up to 6.00 p.m. of 15.11.2021.

Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in> and <http://sppp.rajasthan.gov.in>) and <http://rajexcise.gov.in/>, departmental website.

UBN:

**Dy. General Manager (Purchase)**

## Rajasthan Stage Ganganagar Sugar Mills Limited

<b><u>Instructions to bidders:</u></b>		
1.	NIB No.	RSGSM/ROPP Seals/RC/2021-22/Pur/25
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	ROPP Seals, rate contract for one year from the date of execution of agreement extendable for further three months.
4.	(I) the price of the bidding document	Rs. 2360/- Including GST by way of demand draft/banker's cheque/online in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' Payable at Jaipur.
	(ii) e - bid processing fees	Rs. 1000/- by way of demand draft/banker's cheque/online in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring entity's address (for clarification purposes only)	Dy. General Manager (Purchase) Rajasthan State Ganganagar Sugar Mills Limited, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email id: dgmpurchase.rsgsm@rajasthan.gov.in
6.	The pre-bid meeting	On 29.10.2021 at 12.30 p.m.
7.	The language of the bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As detailed in technical bid check list
9.	Bid validity period	90 days from the date of opening of technical bid
10.	Bid security	Bid security declaration shall be required, should reach at head office, Jaipur up to 6.00 pm on 15.11.2021.
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/letter of authorization under signature of competent authority on the letter head of the company/firm
12.	Downloading of bids	From Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 6.00 p.m. on 15.11.2021
13.	Submission of bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 6.00 p.m. on 15.11.2021. Electronic submission of bid is mandatory. Bids received after the specified time and date shall not be accepted.

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14.	Opening of bids (a) Technical bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 12.30 p.m. on 16.11.2021 (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )
	(b) Financial bid	To be intimated through <a href="http://eproc.rajasthan.gov.in">eproc.rajasthan.gov.in</a> automated messaging system
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LoA).
16.	Work performance security	Within 15 days from the date of issue of letter of acceptance (LoA) / at the time of execution of agreement.
17.	Appellate authority	<b>First:</b> Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. <b>Second:</b> Any two Directors appointed by the Board of Directors of RSGSM, RSGSM (HO), Jaipur.

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

Name of firm/company/individual : \_\_\_\_\_

Office address (with PIN code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

Factory address (with PIN code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

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

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

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

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

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

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

E- mail ID : \_\_\_\_\_

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

Website if any : \_\_\_\_\_

### **Statuary Details**

GSTN : \_\_\_\_\_

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

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

Bid Fee DD/BC No. /online & amount : \_\_\_\_\_

Bid Security DD/BC No. Online & amount : \_\_\_\_\_

### **Details of bank account of the bidder**

Bank name and branch address : \_\_\_\_\_

Bank account no : \_\_\_\_\_

Bank IFSC/MICR Code : \_\_\_\_\_

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: \_\_\_\_\_

Place: \_\_\_\_\_

# **Rajasthan Stage Ganganagar Sugar Mills Limited**

## **Special Terms and Conditions**

**Important instructions:-** The law relating to procurement "The Rajasthan Transparency In Public Procurement Act, 2012" [hereinafter called the act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the rules] under the said act have come into force which are available on the website of State Public Procurement Portal (<http://sppp.rajasthan.gov.in>). Therefore, 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.

### **01. Specifications of ROPP seals 29 mm: -**

- a) Size – 29 mm X 35 mm
- b) Weight – 2.10 gm without EPE linear
- c) No. of perforations - 8
- d) EPE linear thickness – 1.50 mm
- e) Sheet thickness – 0.20 mm
- f) Opening torque – 140 Ncm
- g) **Variation in minimum thickness of aluminum sheet :-**
  - i. In case of variation up to 2.5% on lower side deduction @10% shall be made.
  - ii. In case of variation more than 2.5% on lower side, the material shall be liable to be rejected.
- h) **Variation in minimum weight of seals**
  - (i) In case of variation up to 2.5% on lower side, deduction @ 10% shall be made.
  - (ii) In case of variation more than 2.5% on lower side, the material shall be liable to be rejected.

**NOTE: -** The thickness and weight of aluminum sheet are co-related, so deduction shall be made on one parameter only which is on higher side.

- i) **Variation in the number of perforations:** In case of variation in number of perforations, a deduction of 5% shall be made.
- j) **Variation in minimum thickness of EPE liner:** In case of variation on lower side, deduction @5% shall be made.
- k) The sample of each consignment shall be physically checked and verified at unit level regarding prescribed specification for weight, size, number of perforation and print quality. The sample shall be tested from the RSGSM, Jhotwara, Jaipur laboratory/ government authorized laboratory or any reputed private laboratory for all parameters as per specifications. The testing fee paid shall be borne by the company. However, in case of rejection due to article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.
- l) **Print: -** The printing on the ROPP seals should be absolutely clear. In case of any defect in printing due to any reason the company shall be free to levy deduction @ 5% on the supplied material.
- m) However, in case of certain exigency, if the material of below specification (beyond permissible limits) is used with the permission of head office, purchase committee shall have power to decide deduction on account of



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supply of sub-standard material.

n) **Mode of packing:**

- i) 6000 pcs. of ROPP caps in one carton. The caps shall be properly counted and packed in polybags. This in turn, shall be packed in durable 6 ply carton, which can protect the caps from damages and transit hazards.
  - ii) Each carton shall be marked with following information:
    - a) Manufacturer of ROPP seal name and location:
    - b) ROPP size, top print details & destination:
    - c) Date and shift of production:
    - d) Checker / operator name and carton no.
  - iii) Each approved carton shall be closed with BOPP tape on the bottom and top sides.
02. Monthly supply of ROPP seals in various colours like Navy Blue, Black, Red and such other colours may be taken, if required. Font & design of printing may also be changed on monthly basis as per instructions given in supply schedule. RSGSM shall not pay any extra amount for this.
03. **Rate:** -Single rate F.O.R. on godown/ warehouse of all reduction centers should be quoted in financial bid (online). GST shall be shown separately. If GST is not shown separately, it will be assumed that the given rate is including GST.
04. **Technical Evaluation:** - The bids will technically be evaluated first. The bidder will have to provide complete profile of the company/ organization including audited balance sheets, capacity utilization, supply and other details as per requirement of checklist (technical bid).
05. **Resolution of the cases of variation in specification beyond permissible limits:** ROPP seals having variation beyond permissible limits to prescribed specifications then supply shall not be accepted and shall be liable for rejection and such rejected supply shall have to be taken back by the supplier at its own expenses within 15 days of issue of letter to this effect.
06. **Inspection of factory/ works of the bidder:** The RSGSM Ltd. will be free to carry out sudden inspection of the factory/ works of the bidder before or during the supply contract without prior intimation. If the factory is found un-functional or the details of the plant and machinery if found otherwise than as mentioned in the bid, bid security/security deposit may be forfeited with 18% GST.
07. **Inspection of supplied goods by the bidder:** Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied items at RC or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected ROPP seals shall be deformed (विकृत करना) by incharge of reduction center under its video recording, copy of which (videography) shall be sent to head quarter and then after same may be handed over to supplier. If the supplier will not take the rejected goods within 15 days then company will be free to destroy/sale the same on the cost of supplier. Cost of destruction/ sale shall be the actual expenditure incurred/ reported by in charge of reduction center. The suitable deduction shall be made

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from the bill. The decision of the RSGSM will be final and binding to the supplier firm. On account of rejection no any claim of bidder shall be entertained.

08. **Escalation:** - The price escalation will be facilitated to successful bidders on monthly basis based on the prevailing rate of standard coil of alloy AA 8011 product H14, H16 as on the last day of the month. The price escalation clause will be applicable only when the variation in the rate of standard coil of alloy AA 8011 product H14, H16 is i.e. the variation up to  $\pm 3\%$  in a month will be ignored, meaning thereby that if the variation is  $\pm 3\%$  then there will be no change in rate. But if variation is  $\pm$  above 3% then the increase/ decrease in rate will be made affective and price revision shall be allowed to the extent of 80% of increase/ decrease in the rate of standard coil of alloy AA 8011 product H14, H16.

It is further clarified that for the purpose of determination of more than  $\pm 3\%$  in the rate of standard coil of alloy AA 8011 product H14, H16, the lowest increase / highest decrease in rate of standard coil of alloy AA 8011 product H14, H16 as on last day of the month amongst various manufactures/authorized agent shall be taken in to consideration and the price revision under escalation shall be effective from first day of the succeeding month.

The highest sale rate of standard coil of alloy AA 8011 product H14, H16 any one out of various manufacturers i.e. NALCO / BALCO / HINDALCO as on the date of NIB or opening of technical bid or financial bid (whichever is higher) will be the BASE RATE for the purpose of further escalations. The sale rate of standard coil of alloy AA 8011 product H14, H16 of either of the above manufacturers/authorized agent will be taken into consideration for escalation purpose only when the effective rate of the standard coil of alloy AA 8011 product H14, H16 of the last day of month will directly be made available by manufacturer or its authorized representative / area head through Email on over mail-id [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)

In unavoidable circumstances if the effective rate of the standard coil of alloy AA 8011 product H14, H16 of last day of any particular month is not provided by any manufacturer then the price escalation will be made on the basis of available rates subject to review and revision of such rate later on receipt of the rate of such manufacturer.

Every successful bidder will have to provide the sale rate for standard coil of alloy AA 8011 product H14, H16 of the concerned manufacturer from whom they are procuring the standard coil of alloy AA 8011 product H14, H16 at the time of bidding and later on every month. In case any successful bidder fails to provide the rate of standard coil of alloy AA 8011 product H14, H16 of the concerned manufacturer from whom they are procuring the standard coil of alloy AA 8011 product H14, H16 then bidder will have to produce its own bills/vouchers for entire quantity of standard coil of alloy AA 8011 product H14, H16 purchased in that particular month. Further successful bidder shall have to submit all such relevant documents which are required/ desired by procuring entity.

09. **Verification:** -Verification of every consignment of ROPP seals shall be done on random basis at RC level.

10. **Testing:** -

- i. The sample of ROPP seals from every consignment will be got tested from the RSGSM laboratory, Jhotwara, Jaipur /government authorized laboratory or any

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reputed private laboratory for all the parameters as specified in bid and contract. If supplier's representative is not available within three days on receipt of consignment, the company shall have right to draw the necessary sample and get it tested. In this case the supplier shall not claim any benefit, on ground of the absence. The testing fee paid shall be borne by the company. In case of rejection of article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.

- ii. The company may get tested the sample of ROPP seals from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories).
  - iii. After testing of sample if it is found that sample does not confirm the specifications given in bid document at more than three occasions under this contract, in that case security deposit will be forfeited with 18% GST and contract will invariably be terminated without any hearing or giving notice.
11. **Payment:** - 100% payment of bills shall be released by head office Jaipur for supplies made on receipt of verified bills from the reduction center along with test report from Jhotwara/ authorized laboratory dispatch note and receipt note. While verifying the bills, respective reduction center must check the shape, size, weight, transparency etc.
  12. **Risk & Cost:** The supplier shall have to adhere strictly to supply schedule. In case of not maintaining supply as per schedule and shortage of material then material may be procured from open market at any time on the risk and cost of the supplier.
  13. **Approximate quantity:** - The approximate and tentative quantity of subject matter of procurement is 25.00 lakhs ROPP Seals, subject to variation as per Rajasthan Government directives and policies. The quantity of supply of ROPP seals will be within variance of  $\pm 1\%$  of supply schedule.
  14. **Estimated value of bid:** Total estimated value of bid is approx. Rs. 30.25 lacs.
  15. **Change in specification:** The management reserves the right to change the specification, size, design and quantity anytime during the contract period. If the management decides to change the specification and/or weight then price of ROPP seals will be re fixed proportionate to increase/decrease of weight of ROPP seals.
  16. बोली प्रतिभूति राशि के क्रम में बोली प्रतिभूति राशि घोषणा पत्र की स्कैन प्रति बिड प्रपत्र के साथ संलग्न करें।
  17. **Experience:** The bidder should have minimum two years' experience in manufacturing of ROPP seals. In support of experience bidder shall have to produce a certified copy of audit report along with final accounts or certificate of CA showing production of ROPP seals during last two years.
  18. **Penalty:** Penalty for unsupplied quantity shall be 10% of value of unsupplied quantity and 18% GST on that.
  19. Successful bidder shall have to provide an affidavit clearly stating that ROPP Seals being supplied to RSGSM shall not be provided to any company/person/etc. If at any stage it is found that such ROPP Seals have been given to anybody other than RSGSM the supplier shall be charged for breach of contract and shall be liable for penalty as provided by law.

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

20. **Variation in quantity:** Variation up to  $\pm 1\%$  shall be allowed in total quantity to be supplied for the purpose of completion of the supply order.
21. **Period**—The period of rate contract shall be one year and that may be extended on same price, terms and conditions for a period not exceeding three months.
22. Management reserves the right to reject the bid of bidders whose report have been found unsatisfactory any time during the supply contract or bidders, its affiliates and associates, who have been debarred for any reason anytime during the supply contract for any item. Any manufacturer found manufacturing illicit ROPP seals of RSGSM is liable for legal action by the company.
23. Management reserves the right to give bidders applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the bid conditions, the bidder shall be given further order.
24. **Breakage/defects:** - Transit breakage/ cost of defective ROPP seals shall be borne by supplier which shall be detected during the process of filling and no payment of such defective ROPP seals shall be made to the bidder.
25. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
26. The financial bid of only the bidders whose technical bid is found O.K. (Qualified) shall be opened on adequate date which shall be informed later on through eproc automated messaging system.
27. Bidder should enclose certified copy of all the required document as per checklist enclosed with bid form.
28. The monthly supply schedule for quantities shall be given from time to time as per requirement.
29. 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.
30. Every bidder shall have to provide its per day and per month production capacity and shall submit evidence/proof in support of justification of offered production capacity in ROPP seals such as work orders of government/autonomous bodies/ private firms under which supply has been made in each year for last two years exceeded to that of offered capacity.
31. **The average turnover of the bidder firm should be ₹ 10.00 lacs in each of the last three financial year, in support of which bidder shall have to submit copy of final accounts audited by CA.**
32. Every bidder shall have to submit registration certificate stating the manufacturing of subject matter of procurement (ROPP Seals) issued by Industries Department, Rajasthan so as to justify the status of MSME unit for availing the benefit of bid security at reduced rate @ 0.5% of the estimated value of the offered maximum quantity.
33. **Calculation of LD:** If supplies are taken at more than one place during one supply schedule then total supplies received at various places after the period of supply schedule shall be considered for calculating liquidated damages.
34. In case of loss of production due to non-supply of P. P. seals, the actual loss accountable against such idle manpower shall be recovered from such supplier.

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

35. **If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail.** In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc. after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
36. Cancellation: In case RSGSM does 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.
37. Please read carefully and comply :-  
**Annexure A:** Compliance with the code of integrity and no. conflict of interest  
**Annexure B:** Declaration by bidders  
**Annexure C:** Grievance redressal during procurement process  
**Annexure D:** Additional conditions of contract
38. Technical bid shall be uploaded with documents as mentioned below :-  
(a) Scanned copy of bid document  
(b) Scanned copy of D.D./ BC/ online instrument of, processing fees, bid form fee bid security declaration.  
(c) Attested copy of documents mentioned in technical bid check list
39. निष्पादित अनुबंध / दर संविदा के अधीन दर संविदा की अन्तिम तिथि को भी सफल बिडर को शिड्यूल जारी किया जा सकता है। ऐसी स्थिति में शिड्यूल की आपूर्ति निर्धारित समयावधि में प्राप्त की जा सकेगी।
40. A rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.
41. **Every bidder shall have to provide an affidavit duly notarized on non-judicial stamp paper of Rs. 100/- before last date of submission of bid, failing which the bid will out rightly be rejected: -**  
a. Bid security declaration  
b. Annexure "B"
42. If any declaration given by the bidder after taking oath is found false or manipulated later on then the bid of such bidders shall be cancelled at the moment with forfeiture of bid security or performance security deposit whatsoever and the bidder shall be debarred from participation in bid in future for a period not exceeding three years, further legal proceedings shall be initiated against such bidders.

# **Rajasthan Stage Ganganagar Sugar Mills Limited**

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

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If 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 –**
  - (1) Bid security shall not be taken in case of petty procurement valuing up to rupees ten thousand and procurement by the methods of limited bidding under clause (b) and (c) of sub-section (1) of section 30, request for quotations, spot purchase, single source procurement and competitive negotiations.
  - (2) In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids:

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

- (3) Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken.
- 1 In lieu of bid security, a bid securing declaration shall be taken from the,-
- (i) Departments/Boards of the State Government or Central Government;
  - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
  - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government.]
- (4) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- (5) 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.
- (6) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- (7) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- (8) 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.
- (9) 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.
- (10) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- (11) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

- (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.
- (12) 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.
- (13) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
- (a) the expiry of validity of bid security;
  - (b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - (c) the cancellation of the procurement process; or
  - (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

### **9. Performance security-**

- (1) Performance security shall be solicited from all successful bidders except the,-
- (i) Departments/Boards of the State Government or Central Government;
  - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013; or
  - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.]
- (2) 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 and ten percent of the amount of work order in case of procurement of works. 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:
- [Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, the performance security shall be taken as under:-



## **Rajasthan Stage Ganganagar Sugar Mills Limited**

- (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]
- [(2A) Notwithstanding anything contained in sub-rule (2) above, where the State Government being of the opinion that there exist grave situations such as natural calamity or Pandemic or Epidemic diseases or floods etc. in which the economy is adversely affected, the State Government may, by order, direct the procurement entity to reduce the performance security taken in case of existing contracts of ongoing projects, from such date and on such conditions as may be specified in the order.]
- (3) Performance security shall be furnished in any one of the following forms-
- (a) deposit through eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;
- (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- (d) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security; (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill
- [Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 3% of the amount of the bill.]
- (4) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

### **10. Execution of agreement-**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

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- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
  - c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
  - d) The bidder shall be asked to execute the agreement on a non-judicial stamp of Rs. 500/-.
11. Bid shall be valid
- a. 90 days from the date of opening of technical bid.
  - b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract period or for the period for which bids are invited whichever is higher.
12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
14. The bids should be submitted along with samples, if required.
15. **Liquidated damages:**
- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without

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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% + applicable GST
  - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + applicable GST
  - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + applicable GST
  - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + applicable 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% + applicable GST.
- (c) When the successful bidder is unable to complete the order/contract within the specified or extended period, the company shall be entitled to accept supply from the open market without giving any notice to the bidder but at his risk and cost i.e. bidder's account and risk the goods or any part thereof which the bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the bidder. But the bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the bidder under this or any other contract with the company. If recovery is not possible from the bills and the bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.
- (d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

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16. In the event of breach of the contract at any time on the part of the contractor/supplier, the contract may be terminated summarily by the Director In charge of the company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. 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.
19. 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 applicable GST.
20. **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.
21. 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.
22. 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.
23. 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.

# Rajasthan Stage Ganganagar Sugar Mills Limited

## CHECK LIST (TECHNICAL BID)

### To be filled by the bidder

(Information to be provided along with the bid document & requisite bid security.  
without bid security the bid shall not be considered for evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	<b>Name of the bidder</b>		
2)	<b>Name of the owner</b> (Enclose verification from respective bank/ partnership deed/memorandum of articles and association etc.)		
3)	<b>Address: -</b> <b>i. Office address, phone no, fax no, email</b>  <b>ii. Factory address phone no, fax no, email</b>		
4)	<b>Manufacturer of ROPP seals</b> (Enclose valid latest certificate issued by industries department)		
5)	<b>Factory owned or taken on lease/ Rent</b> (Copy of ownership / lease deed registered with competent authority/ rent agreement).		
6)	<b>Power/ electric connection</b> (Copy of latest electricity bill, also confirm whether there is captive power facility or not)		
7)	<b>GSTN</b> <b>(Registration with the Tax department)</b> (Enclose copy of certificates of GSTN)		
8)	<b>Latest GST challan /return</b> (Enclose payment copy of latest Challan of last quarter)		
9)	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN)		
10)	<b>Bid security</b> (Mention details)		
11)	<b>Affidavit as per bid document annexure " B "</b> (Enclose Rs 100/- non judicial stamp paper duly notarized)		
12)	<b>Bid security declaration</b> (Enclose Rs 100/- non judicial stamp paper duly notarized)		

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13)	<p>a) Production Capacity</p> <p>ii) Per day</p> <p>iii) Per month</p> <p>b) Whether work orders of government/ autonomous bodies/ private firms under which supply has been made in each year for last two years enclosed.</p>		
14)	<p>a) Whether the bidder have submitted its turnover?</p> <p>b) If yes whether the turnover is of average 10 lacs per year in last three years?</p> <p>c) Whether in support turnover, bidders have submitted copy of final accounts audited by CA?</p>		
15)	<p>Whether the bidder have minimum two years' experience in manufacturing of ROPP seals?</p> <p>Produce a certified copy of audit report along with final accounts or certificate of CA showing production of ROPP seals during last three financial years.</p>		
16)	Copy of last three-year audited report along with audited final accounts		
17)	A certificate from the manufacturer concerned that he/she will abide to provide sale rate published for standard coil of alloy AA 8011 product H14, H16 at the time of bid		
18)	Duly signed bid document uploaded?		

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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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# Rajasthan Stage Ganganagar Sugar Mills Limited

## Annexure B : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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

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

Date:

Place:

Signature of bidder

Name :

Designation:

Address:

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# **Rajasthan Stage Ganganagar Sugar Mills Limited**

## **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 Stage Ganganagar Sugar Mills Limited**

- (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

# Rajasthan Stage Ganganagar Sugar Mills Limited

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

# **Rajasthan Stage Ganganagar Sugar Mills Limited**

## **Annexure D: Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. **Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods):** Dividing quantities among more than one bidder at the time of award- As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

### **List of reduction center**

### **Annexure -E**

S. No	Name of Reduction centre
01.	Jhotwara (Jaipur)
02.	Hanumangarh
03.	Kota
04.	Bikaner
05.	Ajmer
06.	Jodhpur
07.	Udaipur
08	Jhunjhunu
09.	Alwar
10.	Sawaimadhopur
11.	Sirohi
12.	Bharatpur
13	Bhilwara

# Rajasthan Stage Ganganagar Sugar Mills Limited

Annexure 'F'

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

## Manufacturer's authorization

NIB. NO. RSGSM/ROPP Seals/RC/2021-22/Pur/25

Dated: **25.10.2021**

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

### WHEREAS

We, who are official manufacturers of ROPP seals having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a bid in relation to the invitation for bids indicated above, the purpose of which is to provide subject matter of procurement, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the contract.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Date \_\_\_\_\_

# Rajasthan Stage Ganganagar Sugar Mills Limited

Annexure 'G'

## Technical bid submission sheet

NIB. NO. RSGSM/ROPP Seals/RC/2021-22/Pur/25

To,  
The DGM Purchase  
RSGSM Ltd.  
Jaipur

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding document. We offer to supply in conformity with the bidding document and in accordance with the supply schedule given from time to time for supply of subject matter of procurement.
- b. Our bid shall be valid for a period of 90 days from the date of opening of technical bid in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our bid is accepted, we commit to obtain a performance security in the amount of 2.5% of the contract price or performance security declaration for the due performance of the contract.
- d. Our firm, for any part of the contract, have nationalities from the eligible countries
- e. We are not participating, as bidders, in more than one bid in this bidding process, in the bidding document.
- f. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the state government or the procuring entity.
- g. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in the Rajasthan Transparency In Public Procurement Act, 2012, The Rajasthan Transparency In Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;

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

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

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

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

Date \_\_\_\_\_

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

# Rajasthan Stage Ganganagar Sugar Mills Limited

Annexure 'H'  
SR FORM-17

## AGREEMENT (See Rule 68)

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

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



## Rajasthan Stage Ganganagar Sugar Mills Limited

(4)

- (a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through\_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (b) The mode of Payment will be as specified below:-
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

a) From ..... to .....

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

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

**Note :**

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10% + + applicable GST
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

## **Rajasthan Stage Ganganagar Sugar Mills Limited**

(2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

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

**Signature of the  
approved supplier.**

Date:

Witness No. 1

Witness No.2

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

Date:

Witness No. 1

Witness No.2

# Rajasthan Stage Ganganagar Sugar Mills Limited

**Annexure-I**

**(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.]