

Rajasthan State Ganganagar Sugar Mills Limited

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

JAIPUR - 302006 –RAJASTHAN

CIN-U15421RJ1945SGC000285

Tel. No. 0141-2740841 website : www.rajexcise.gov.in

E-mail : dgmpurchase.rsgsm@rajasthan.gov.in

Notice Inviting E-bid

RATE CONTRACT FOR PROCUREMENT OF GUM PASTE

Single Stage

Two Part Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the bid)

NIB. NO. RSGSM/GP/RC/2022-23/Pur/27

Date 21.09.2022

Pre-Bid Meeting	:	On 27.09.2022 at 3.00 p.m.
Start Date of Submission of Bid	:	From 30.09.2022 at 03.00 p.m.
Last Date/Time For Download of Bid Document	:	Till 13.10.2022 up to 6.00 p.m.
Last Date/ Time of Upload of the Bid	:	Till 13.10.2022 up to 6.00 p.m.
Date and time of opening of the Technical Bid	:	On 14.10.2022 at 3.00 p.m.
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system
Price of Bid Document	:	Rs. 2360/- Including GST
Processing fee for E-Procurement charges	:	Rs. 1000/-

Rajasthan State 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

NOTICE INVITING BIDS

NIB. NO. RSGSM/GP/RC/2022-23/Pur/27

Dated 21.09.2022

1. Online single stage unconditional e-bids are invited for the procurement of gum paste from manufacturers/ authorized dealer/ distributor of the subject matter of procurement on F.O.R. basis at reduction centers of RSGSML up to 6.00 p.m. of 13.10.2022 as listed below: -

Sn	Name of article	Specifications (please see in special terms & conditions for details)	Quantity	Bid security	Validity period of bids	Place of delivery
1	Gum paste for RML	Polymer gum for automatic wet glue machine	90000 kg	@2 %	90 days	Annexure-E
2	Gum paste for CL	Polymer based adhesive gum (for pet bottles)	130000 kg			
		Liquid gum (for glass bottles)	60000 kg			

2. Bidding document can be seen at website www.rajexcise.gov.in or <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website eproc.rajasthan.gov.in or <http://sppp.rajasthan.gov.in>. The price of bidding document should be paid along with user charges/processing fee before the time of submission of the bid.
3. Bidders may pay the fee online also before the due date and upload the details online:

- 1) Online payment towards bid fee, processing fee shall also be accepted along with the other methods mentioned in the bid. The bidders may deposit the requisite fee through NEFT/ RTGS in the following bank account of RSGSM and upload copy of the deposition slip with details (viz. name of depositor, amount with break-up of the three types of fee, bank branch, bank transaction number, date, etc.) for verification:

Beneficiary Name:	Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur
Beneficiary Account Number:	25220200001309
Bank Name:	Bank of Baroda
Branch Name:	Bais Godam, Jaipur Branch
IFS Code:	BARB0INDBAI

- 2) The affidavits and other documents which are to be submitted on non-judicial stamp papers may be also submitted on letter heads of the bidder firm and the stamp duty towards these affidavits/ documents may be attached with them by uploading the e-challans of the stamp fee of the requisite amount deposited online on e-GRAS portal of Rajasthan government in the following budget head:

Non-judicial stamp paper/ notarial:	0030-02-102-02-00 (Income from sale of other non-judicial stamps)
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Rajasthan State Ganganagar Sugar Mills Limited

Please attach separate e-challan for each affidavit and mention the NIB NO. in the remarks column of the challan while creating the challan.

4. ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिड दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवें कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ संलग्न 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 प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाइन दर्ज करें।
- च ऑन लाइन 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-प्रोक्यूरमेन्ट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ कम्पनी मुख्यालय में ऑफलाईन केवल बिड दस्तावेज शुल्क, बिड प्रसंस्करण शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड दस्तावेज में चाहे गये मूल शपथ पत्र एवं चैक लिस्ट के अनुसार मूल शपथ पत्र बिड प्रस्तुत करने की अन्तिम दिनांक एवं समय से पूर्व आरएसजीएसएम, मुख्यालय, जयपुर में ऑफलाईन प्रस्तुत किया जाना आवश्यक है। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाइन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को अयोग्य घोषित किया जा सकेगा।

Dy. General Manager (Purchase)

Rajasthan State 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

E-BID NOTICE

NIB. NO. RSGSM/GP/RC/2022-23/Pur/27

Dated 21.09.2022

Bids for various types of gum paste are invited from interested bidders up to 6.00 p.m. of 13.10.2022. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://rajexcise.gov.in/>, departmental website.

UBN:

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Limited

Instructions to Bidders:		
1.	NIB No.	RSGSM/GP/RC/2022-23/Pur/27
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	Procurement of gum paste for 12 months from the date of execution of agreement extendable for further three months.
4.	(i) 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) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email Id : dqmpurchase.rsgsm@rajasthan.gov.in
6.	Pre-bid meeting	On 27.09.2022 at 03.00 p.m. or representation received through e-mail up to this date.
7.	Language of the bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As detailed in technical bid check list
9.	Bid validity period	90 days from the opening of technical bids.
10.	Bid security	Bid security @ 2% shall be required and should reach at head office of RSGSM, Jaipur up to 6.00 p.m. of 13.10.2022 .
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/letter of authorization under signature of competent authority on the letter head of the company/firm.
12.	Downloading of Bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 p.m. of 13.10.2022
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 p.m. of 13.10.2022 Electronic submission of bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of bids (a) Technical bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.00 p.m. of

Rajasthan State Ganganagar Sugar Mills Limited

		14.10.2022 (on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(b) Financial bid	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LoA).
16.	Work performance security	2.5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LoA)/ at the time of execution of agreement.
17.	<i>Appellate authority</i>	First: Joint Secretary Finance (Excise) Second: (1) Secretary, Finance (Budget) & (2) Commissioner, Agriculture

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

Name of firm/company/individual : _____

Office address (with PIN code) : _____

: _____

: _____

Factory address (with PIN code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- mail ID : _____

Rajasthan State Ganganagar Sugar Mills Limited

Mobile : _____

Website if any : _____

Statutory Details

GSTN : _____

PAN : _____

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

Bid Fee DD/BC No. /online & amount : _____

Bid Security declaration : _____

Details of bank account of the bidder

Bank name and branch address : _____

Bank account no : _____

Bank IFSC/MICR Code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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

नोट : उक्त सभी प्रविष्टियां पूर्ण व अनिवार्य रूप से भरें।

Rajasthan State Ganganagar Sugar Mills Limited

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

Special Terms and Conditions

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] 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.

1. Specifications of polymer gum for automatic wet glue machine: -

SN	Parameter/Test	Specification
a)	Type of Gum	Polymer Based Adhesive
		Natural and synthetic polymers based
b)	Appearance	Milky White
c)	TYPICAL Solids	Min. 42% (± 2)
d)	Coverage	22-24 sq. meter per gms
e)	Ph Value	6.0 to 7.00
f)	Skid free time	60 sec.
g)	Indicative Viscosity (Lps)	150000 to 160000 Cps (25 degree C spindle no 7 at 20RPM)
h)	Total skid time	60 minute after fixing
i)	Stability @ 37 degree C	There shall be no fungus growth the separation of sedimentation after 14 days

2. Specifications of liquid gum for pet bottles (polymer based adhesive gum): -

SN	Parameter/Test	Specification
j)	Type of Gum	Polymer Based Adhesive
k)	Colour	Milky White
l)	Bottle Type (Glass/Pet)	Suitable for pet bottle
m)	Machine application	Gummer Machine / Hand Gumming
n)	Bottle speed / min	NA
o)	Storage container	50 kg sealed, airtight HDPE containers
p)	Shelf-life in months	6 months
q)	Ph	6.5 ± 1
r)	Viscosity(cps) at 25c°	8000 (± 1000)
s)	Drying Time	1 minute (Immediate skid free label, on application)
t)	% Solid Content	24% ($\pm 5\%$)
u)	Special character	Quick drying, High tack adhesive, doesn't corrodes the label
v)	Film formation	Thin, Continuous, Tacky, Uniform layer on application.

3. Specifications of liquid gum for glass bottles: -

Sn	Characteristics	Requirement			Methods of test
		Type A	Type B	Type C	

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I)	Total soli percent by mass, min	30	20	10	A-1
II)	Ph value	4.0 to 6.0	5.0 to 7.0	5.0 to 7.0	A-2
III)	Adhesive strength	To pass the test	To pass the test	To pass the test	A-3
IV)	Brittleness and moisture absorption of the dried	To pass the test	To pass the test	To pass the test	A-4
V)	Stability at 37° C	To pass the test	To pass the test	To pass the test	A-5
VI)	Consistency at 27 + 2 c (by ford cup viscometer no. 4)	4 to 6 minutes	4 to 6 minutes	4 to 6 minutes	

4. The supplier shall have to ensure proper quality as per specification of Gum Paste supplied. In case of testing if Gum is found below permissible limits the same shall be rejected and no payment made towards its and RSGSM will have power to purchase gum of same or higher specifications as per requirement from open market at the risk and cost of the bidder. In case of defective quality and insufficient quantity.

5. Quantity: -

SN	Name of article	Name of article	Quantity
1	Gum paste for RML	Polymer gum for automatic wet glue machine	90000 kg
2	Gum paste for CL	Polymer based adhesive gum (for pet bottles)	130000 kg
		Liquid gum (for glass bottles)	60000 kg

6. The quantity mentioned in the bid is approximate and tentative; it is subject to variation as per Rajasthan Government directives and policies. The quantity of gum paste is subject to permissible variation of $\pm 1\%$. The management reserves the right to change the specification and quantity anytime during the contract.

7. Estimated value of bid is approx. Rs. 1.69 crore.

8. Bid security: Bid security @ 2% should be submitted.
9. Period –The period of rate contract shall be one year. In case it is not possible to conclude the new rate contract due to unavoidable reasons, the existing rate contract may be extended on same price, terms and conditions for a period not exceeding 3 months. In such case it shall be ensured that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
10. Payment: 100% payment shall be made from head office on receipt of material against verified bills from the respective unit, test report from Jhotwara/ authorized lab and dispatched note along with receipt note. While verifying the bills, respective reduction centers, shall invariably report the weight etc.
11. The supplier shall have to strictly adhere to monthly supply schedule in case of not maintaining supply as per monthly schedule and shortage of material and material may be procured from any source at any point of time on the risk and cost of the supplier.
12. The suppliers will have to provide liquid gum to any reduction center of RSGSM as ordered to them. The supplier shall ensure commencement of supplies within 15 days of placement of order.
13. 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.
14. 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.
15. The bidder would necessarily enclose copy of permanent registration as MSME unit from the competent authority, if he/she wants concession in bid security/ performance security or purchase preference.

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16. Any duty, taxes etc. paid at the time of purchase shall be refunded to RSGSM in the event of the sum being held to be not payable.
17. **Bidders shall have to provide its per month production/supply capacity and shall submit evidence/proof in support of justification of offered capacity such as work orders of Government/autonomous bodies/ private firms under which supply has been made in each year for last two years.**
18. The production/supply capacity of the manufacturer may be inspected by RSGSM to ensure that required capacity to produce and supply as per requirement of RSGSM exists with the supplier firm.
19. **Every bidder shall have to provide a list of buyers with their names and addresses in full, contact number, GSTN and email- id etc., to whom bidder has sold both type of gum paste (polymer based adhesive gum & liquid gum) during last two years so that procuring entity may confirm the satisfactory supply of the subject matter of procurement directly from purchaser firm.**
20. **The average turnover of bidder should be at least 25.00 lacs per year in last three years in support of which bidder shall have to submit a certificate from CA along with copy of final accounts audited by CA.**
21. Management reserves the right to reject the bids of suppliers whose report have been found unsatisfactory any time during the supply contract or bidders who have been black listed for any reason anytime during the supply contract. Any manufacturer/ found manufacturing illicit liquid gum paste is liable for legal action by the company.
22. Gum paste shall be unloaded at the respective reduction centers. However, if the quality is found substandard the supplier shall have to take the goods back within 15 days at its risk & cost after the supply is dispatched.
23. Rate: - Single Rate F.O.R. at godown /warehouse of reduction centers should be quoted in financial bid (Online). GST shall be shown separately. If GST will not be shown separately, the quoted rate shall be assumed inclusive GST.
24. Evaluation: - The bids will be technically and financially evaluated. The bidder will provide complete profile of the company/ organization including audited balance sheets of latest last three years; details of plant & machinery, capacity utilization, supply and other details (latest three years); users to whom supplies have been made in the last two years should be mentioned separately.
25. Recovery: Recovery for unsupplied quantity against supply schedules shall be 10% of value of unsupplied quantity with GST as applicable.
26. If any supplier fails to supply as per given supply schedule in consequent **two months** period without any satisfactory reason, then agreement could be terminated and his performance security amount will be forfeited with GST as applicable.
27. Online bid must be uploaded with signed bid document, supporting document and bid security declaration and the financial bid should be uploaded separate online.
28. Bidder who qualifies in technical bid, the financial bid would only be opened later on the date to be intimated by RSGSM.
29. Bidder should fill the technical bid and also enclose certified copies of the entire required document as per checklist enclosed with bid document otherwise technical bid will be rejected.
30. Bidder should enclose certificate showing specifying categories of his industry viz micro, small, medium etc. [or dealer/ distributor] as the case may be.
31. **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

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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.

Purchase preference shall be given to local enterprises for 80% of the bid quantity, in such a situation, a counter offer would be given to the local enterprise, which has quoted the minimum rate among the local bidder enterprises, to match the overall lowest (L1) rate received.

32. The bidder shall have to offer more than 25 % quantity of total bid quantity. Similarly, the monthly offered quantity shall also be in proportionate or otherwise bid shall be liable for rejection.
33. The bidder should provide 2 samples of each type of liquid gum each one KG as per specifications before submitting the bid along with the testing report from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories). If sample along with test report is not submitted by the bidder then bid may be technically rejected.
34. A bidder has to submit an affidavit mentioning if any supply of gum paste supplied by his/her firm/company had ever been rejected at any RC on account of sub-standard quality under any rate contract issued by RSGSM Ltd. If affidavit is proved false bid/contract shall be rejected. (As per Annexure -H)
35. No counter condition shall be accepted.
36. Resolution of the cases of variation in specification beyond permissible limits: Gum paste having variation beyond permissible limits of prescribed specifications then supply shall not be accepted and shall be liable for rejection and shall be taken back by the supplier at its own expenses within 15 days of issue of letter to this effect.
37. 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 GST as applicable.
38. 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 goods shall be deformed (विकृत करना)/ destroyed by in charge of reduction center under its video recording, copy of which (videographer) 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 detriment /sale shall be decided on actual expenditure incurred reported by in charge of reduction center. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. On account of rejection no claim shall be accepted.
39. **Testing: -**
 - i. The sample of subject matter of procurement from every consignment will be tested from the RSGSM laboratory, Jhotwara, Jaipur /Government authorized laboratory or any 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

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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 subject matter of procurement 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 conform the specifications given in bid document at more than three occasions under this contract, in that case Security Deposit will be forfeited with GST as applicable and contract will invariably be terminated without any hearing or giving notice.
40. **Risk & Cost:** The supplier shall have to adhere strictly to supply schedule. In case of not maintaining supply as per schedule then material may be procured from any source at any time on the risk and cost of the supplier.
41. **Breakage/defects:** - Transit breakage/ cost of defective goods shall be borne by supplier which shall be detected during the process of filling and no payment of such defective gum shall be made to the bidder.
42. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
43. The monthly supply schedule for quantities shall be given from time to time as per requirement.
44. Every bidder shall have to submit registration certificate stating the manufacturing of subject matter of procurement (gum paste) issued by Industries Department/MSME, 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.
45. **Calculation of LD:** If supplies are taken at more than one place during one supply schedule then supplies received in total at various ordered places at the end of period of supply schedule shall be considered for calculating liquidated damages.
46. 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.
47. 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.
48. बिड में प्राप्त न्यूनतम मूल दर (जीएसटी रहित) के आधार पर एल-1 का निर्धारण किया जावेगा।
49. Schedule for supply of subject matter of procurement may be issued to successful bidder even on the last day of existing rate contract / agreement. In such cases the supply shall be made by bidder in due course.
50. 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
51. Technical bid shall be uploaded with documents as mentioned below: -
- a. Scanned copy of bid document.
 - b. Scanned copy of D.D. Of processing fees, bid form fee and bid security
 - c. Attested copy of documents mentioned in technical bid check list.

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GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. 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-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan it shall be 0.50% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
 - ii. In lieu of bid security, a bid securing declaration shall be taken from departments' of the state Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned or controlled or managed by the state government and government undertakings of the central government.
 - iii. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

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- iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid for thirty days beyond the original or extended validity period of the bid.
- vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- ix. The bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the act and chapter VI of these rules.
- x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Performance security-

- a) Performance security shall be solicited from all successful bidders except the departments of the state government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the state government and undertakings of the central government. However, a performance security

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declaration shall be taken from them. The state government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 2.5 percent of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be 0.5 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 1 percent of the amount of supply order.
- c) Performance security amount more than Rs.10.00 lac shall be furnished in any one of the following forms-
 - i) Bank draft or banker's cheque of a scheduled bank;
 - ii) Bank guarantee/s of a scheduled bank shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
 - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the director in charge in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

10. Execution of agreement-

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- d) The bidder shall be asked to execute the agreement on a non-judicial stamp of specified value 0.25% of the contract amount or value set forth in such contract subject to maximum 500/- at its cost.

11. Bid shall be valid

- a. 90 days from the opening of technical bids.
- b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract Period or for the period for which bids are invited whichever is higher.

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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 charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the Bidder fails to execute the order/contract within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
- a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
 - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
 - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

Notes :

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10%.
- (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

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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.
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 from RSGSM empanelled arbitrators shall be done mutually agreed by both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
19. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
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.

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TECHNICAL BID (CHECK LIST) **To be filled by the bidder and upload**

(Information to be provided along with the bid documents & 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.	Name of the bidder	_____	
2.	Name of the owner/firm and status (Enclose verification from respective bank/ partnership deed/memorandum of articles and association etc.)	_____	
3.	Address: - 1. Office Address, Phone No, Fax No, Email 2. Factory/Godown Address Phone No, Fax No, Email	_____ _____ _____ _____ _____ _____	
4.	Manufacturer/ dealer/ distributor/ other (Enclose copy of factory license in case of manufacturer)		
5.	Whether registered with the Industries Department (kindly indicate Udyam Registration No. issued by the ministry of MSME, GOI.) (if yes kindly Enclose valid latest registration certificate issued by ministry of MSME, GOI also indicate number with date and validity.)		
6.	GST (Registration with the GST Department) (Enclose copy of certificates of GSTN)		
7.	Latest GST challan /return (Enclose payment copy of latest challan of last quarter)		
8.	Income Tax Permanent Account No. (Enclose copy of PAN)		
9.	Offered quantity	1..... KG 2..... KG 3..... KG	
10.	Bid security amount (Mention details)		
11.	Affidavit as per annexure 'B' of bid document (On Rs 100/- non judicial stamp Paper duly Notarized)		
12.	Affidavit for MSME unit (On Rs 100/- non judicial stamp paper duly notarized)		
13.	Affidavit as per annexure 'H' of bid document (On Rs 100/- non judicial stamp paper duly notarized)		

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14.	a) Production Capacity (Per day and Per Month) b) Whether work orders of Government/Autonomous bodies/ Private firms under which supply has been made in last two years enclosed. [As required in special condition no. 17]		
15.	Whether list of buyers with their Names and addresses in full, Contact Number, GSTN and email- id etc., whom bidder has sold both type gum paste (Polymer Based Adhesive Gum & Liquid Gum) during last two years submitted. [As required in special condition no. 19]		
16.	a) Whether the bidder have submitted its turnover? b) If yes whether the average turnover is of at least 25.00 Lakhs per year in last three years? c) Whether in support of turnover, bidder firm has submitted copy of last 3 previous year complete audited report? d) A certificate from CA in respect of the average turnover of bidder should be at least 25.00 Lakhs per year in last three years. [As required in special condition no. 19]		
17.	Whether testing report from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories) along with the sample submitted or not ? [As required in special condition no. 33]		
18.	Whether Duly signed bid document uploaded ?		

Please Note :

1. All the Copies Submitted should be duly attested/Certified by a Self-Attested/ Gazette Officer/Notary public / Oath Commissioner)
2. Submit all above required documents necessarily otherwise firm may be technically disqualified.

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) hear all the parties to appeal present before him; and
 - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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FORM No. 1

[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....

..... (Supported by an affidavit)

7. Prayer:

.....

.....

Place

Date

Appellant's Signature

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Rajasthan State Ganganagar Sugar Mills Limited

Annexure D: Additional Conditions of Contract

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 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)

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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.

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List Of Reduction Centre Of RSGSM

Annexure -E

S. No	<u>Name of reduction center</u>
01.	Jhotwara (Jaipur)
02.	Sikar
03.	Jhunjhunu
04.	Ajmer
05.	Bhilwara
06.	Udaipur
07.	Mandore (Jodhpur)
08.	Sirohi
09.	Bharatpur
10.	Sawaimadhopur
11.	Alwar
12.	Dholpur
13.	Kota
14.	Bundicity
15.	Baran
16.	Hanumangarh
17.	Khara, (Bikaner)

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Annexure 'F'

Manufacturers Authorization (In case of procurement valuing more than Rupees 10 lakh)

Manufacturers Authorization

NIB. NO. RSGSM/GP/RC/2022-23/Pur/27

Dated: 21.09.2022

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

WHEREAS

We, who are official Manufacturers of Gum Paste 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 Gum Paste, 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 Authorization for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

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Annexure 'G'

Technical Bid Submission Sheet

NIB No. RSGSM/GP/RC/2022-23/Pur/27

Dated 21.09.2022

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 Gum Paste.
- b. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 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: _____

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"Annexure - H"

शपथ—पत्र

मैं/हम/फर्म/कम्पनी (नाम) पता.....

.....

शपथपूर्वक यह घोषणा करता हूँ/करते हैं कि विगत वर्षों में राजस्थान स्टेट गंगानगर शुगर मिल्स लि० एवम् हमारी फर्म/कम्पनी के मध्य निष्पादित किसी भी संविदा/दर संविदा के तहत राजस्थान स्टेट गंगानगर शुगर मिल्स लि० के अधीनस्थ किसी भी मदिरालय पर संविदा/दर अनुबंध की विहित अवधि के दौरान प्रदत्त विभिन्न क्रयादेशों के तहत आपूर्ति गोंद को निम्न गुणवत्ता के आधार पर निरस्त नहीं किया गया है/ किया गया है, जिसकी सूचना निम्नानुसार है :

अगर हमारी फर्म द्वारा दिया गया शपथ—पत्र में अंकित तथ्य गलत पाये जाते हैं, तो राजस्थान स्टेट गंगानगर शुगर मिल्स लि० को क्रयादेश, निविदा/संविदा को निरस्त करने का अधिकार होगा।

हस्ताक्षर शपथ—ग्रहिता

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SR FORM-17

AGREEMENT (See Rule 68)

An agreement made thisday ofbetween (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

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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.

(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) w.e.f. date of execution of agreement i.e. to up to one year i.e.

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 tenderer has failed to supply :-

S. No.	Items Quantity	Delivery period
a)	Delay up to one fourth period of the prescribed delivery period.	2½% + 18% GST
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
d)	Delay exceeding three fourth of the prescribed delivery period.	10% + 18% 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% + 18% GST

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(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.

(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 tenderer.

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 of201.....

**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