Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, JAIPUR - 302006 –RAJASTHAN CIN-U15421RJ1945SGC000285

FAx. No. 0141-2740676 website: www.rajexcise.gov.in E-mail: purchasersgsm@gmail.com

Notice Inviting E-Tender

Rate Contract For Procurement of Spare Parts of Semi Automatic Machines

and RO/DM Plants

(Year 2017-18)

Single Stage
Two Part Bid
Part I
TECHNICAL BID

(To be submitted duly filled along with the Tender)

NIB. NO. RSGSM/Spare Parts / OCB/2017-18/ Pur/130 Dated 14-09-2017

Download of Bid Document : Till 16-10-2017 up to 6.00 PM Last Date/ Time of upload of the Bid : Till 16-10-2017 up to 6.00 PM

Price of Bid Document : Rs. 1000/- + 18%GST

Processing fee for E-Procurement charges : Rs. 1000/-

Date and time of opening of the Technical Bid : On 17-10-2017 at 1.00 PM

Date and time of opening of the Financial Bid : To be intimated by automated messaging system of e-proc

Rajasthan State Ganganagar Sugar Mills Ltd.

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

Tel. No.: 0141-2740841 Fax: 0141-2740676 email ID: purchasersgsm@gmail.com

NOTICE INVITING BID

NIB No. RSGSM/Spare Parts /OCB/2017-18/ Pur/130

Date 14-09-2017

1. Online Single Stage Two part unconditional Bids are invited for the procurement of Spare Parts for Semi Automatic Bottling Machine and RO/DM Plants from Manufacturer/Distributor on F.O.R. basis at Reduction Centers of Rajasthan State Ganganagar Sugar Mills Limited. Up to 6.00 PM of 03-10-2017as listed below:-

S.	Name of	Specifications	Estimated	Amount of	Validity	Place of
NO.	Article		Value	Bid Security	period of	Delivery
				(in Rs.)	Bids	and
						Delivery
						Period
	Spare Parts	Semi Automatic	55.00 lacs	2% of	90 days	Annexure-E
1		Machines		Estimated		
		(SS/Engineers India		Value		
		make)/ RO/DM Plant				

- 2. Price preference and/ or purchase preference as per Instructions to Bidders shall be admissible in evaluation and amount of contract.
- 3. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered etc.
- 4. Bidding Document can be seen at website www.rajexcise.com www.sppp.raj.nic.in Bid Document may be seen and downloaded from website www.eproc.rajasthan.gov.in The price of Bidding Document may be paid along with user charges/processing fee before at the time of submission of the Bid.
- 5. Instructions for submission of Technical Bid
 - a. As mentioned on Technical Bid check list evaluation criteria by Bidder should be submitted online only. Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of deposit through eGRAS/ Demand Draft/ Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference to NIB and warning as: "BID FOR NIB No. RSGSM/Spare Parts /OCB/2017-18/ Pur/130 for Spare Parts NOT TO BE OPENED BEFORE 17-10-2017 at 10.00AM" so as to reach the office of the DGM Purchase RSGSM up to 6.00 PM of 16-10-2017, by post or by hand or dropped in the Bid Box at the office of the DGM Purchase RSGSM.

- b. As per required by the Bidder, training may be given by DOIT, Yojna Bhawan. Bidder may contact: E-Procurement cell, Ist Floor, Yojna Bhawan, Jaipur. Help Desk Phone-0141-4022688,Email- eproc@rajasthan.gov.in ,Website eproc.rajasthan.gov.in
- c. Bid form & handwritten rates would not be accepted manually.
- d. Please read carefully the steps of submitting Bid online.
- 6. Bids received after the specified time and date shall not be accepted.
- 7. The Bids shall be opened in the office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 01.00 PM on 17-10-2017 in the presence of the Bidders or their representatives who wish to be present.
- 8. RSGSM Management reserves the right to reject any tender without Assigning any reason thereof.
- 9. The Bidders shall have to submit a valid VAT/ CST/ GST clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
- 10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason there of.
- 11. E-Tender form can be downloaded from the website eproc.rajasthan.gov.in Tender shall be accepted only online (e-procurement). D. D. for E-tendering process fee Rs. 1000/- in favour of M.D.RISL Jaipur. Tender form Rs. 1000 + 18% GST & BID SECURITY (Bid Security) drawn in favour of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur before Submission time of Tender. Tender without appropriate BID SECURITY (Bid Security) shall not be accepted. The Technical Bid & Financial Bid shall be uploaded separately. Financial_Bid of Bidder who qualifies in technical bid would only be downloaded later on, the date to be intimated by RSGSM. This tender shall be processed through e-procurement portal of Govt. of Rajasthan

NIB. NO. RSGSM/ Spare Parts /Open Competitive Bid//2017-18/ Pur/130

(Dr. Akash Alha)
Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006 Tel. No.: 0141-2740841 Fax: 0141-2740676 email ID: purchasersgsm@gmail.com

E-TENDER NOTICE

E-Tenders are invited from Manufacturer/Distributor for procurement of Spare Parts for Semi Automatic Bottling Machine and RO/DM Plants Up to 6.00 PM of 16-10-2017. Details may be seen in the Bidding Document on our website **www.rajexcise.gov.in**, **http://sppp.raj.nic.in**. Tender form may be seen and download from and processed through e-procurement portal of Govt. of Rajasthan website www.eproc.rajasthan.gov.in.

NIB. NO. RSGSM/ Spare Parts /Open Competitive Bid//2017-18/ Pur/130 Dated 14-09-2017 Dy. General Manager (Purchase)

	<u>INTRODUCTION</u>				
1.	The number of the Invitation to Bid is	: NIBNo.RSGSM/ Spare Parts /Open Competitive Bid//2017-18/ Pur/130			
2.	The Procuring Entity is	: Rajasthan State Ganganagar Sugar Mills Ltd.			
3.	The Goods to be procured are	: Spare Parts for Semi Automatic Bottling Machine and RO/DM Plants			
4.	(i) The price of the Bidding Document	: Rs. 1000 +18%GST by way of Demand Draft /Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' Payable at Jaipur			
	(ii) e - tender Processing Fees	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur			
5	For clarification purposes only, the Procuring Entity's address is	: Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Mob- 09414120430 email ID : purchasersgsm@gmail.com			
6.	The Pre-Bid conference	: Yes on 26.09.2017 at 03.00 PM			
7.	The language of the Bid are	: English & Hindi			
8.	The bidder shall submit with its Bid	: Mentioned at Technical Bid Check list			
9.	The Bid validity period shall be	: 90 days from the dead line for submission of Bids			
10	Bid Security (BID SECURITY)	: (a) Bid Security/Bid Security Declaration shall be required (b) The amount of Bid Security shall be 2% of Estimated value (refer bid condition no. 8) Bid Security Declaration if required & Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, reached Head office Jaipur, upto 6.00 pm on 16-10-2017.			
11	Authorization	: Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.			

12	Downloading of Bids	: Up to 6.00 pm on 16-10-2017 on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Electronic submission of Bid is mandatory)
13	Submission of Bids	: Up to 6.00 pm on 16-10-2017 on Rajasthan Government's portal www.eproc.rajasthan.gov.in
14	A. Opening of Technical Bids	: At 1.00 PM on 17-10-2017 on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006)
	B. Opening of Financial Bids	To be intimated Separately

- 15. Quantity can be divided among more than one Bidders. We may have to give order of other items at lowest rate to any bidder who is lowest is more item.
- 16. The period within which the contract agreement is to be executed within 15 days from date of issue of purchase order and performance security is to be submitted at the time of agreement (refer Condition No.9)

17. (a) The Designation and Address	of
First Appellate Authority	Board of Directors, RSGSM Ltd., Jaipur
(b) The Designation and Address (of
Second Appellate Authority Princip	pal Secretary, Finance Department, Sectt. Jaipur
	<u>(Name of the person)</u> in the capacity of nation) as bidder have read the introduction, NIB and all the
	efully and agree to abide by all the conditions and have digitally a pages in token of acceptance thereof, details of the bidding
Name of Firm/Company	:
Office Address (with pin code)	:
	:
	:
	:
Factory Address (with pin code)	:

Telephone Nos.

of

Office	:
Residence	:
Factory	:
Fax (with STD code)	:
E- mail ID	:
Website if any	:
Mobile	:
Statutary Details	
G.S.T. Number	:
Income Tax PAN	:
Central Excise Registration No.	:
Bid Security DD/BC No. & Amount	:
Name of Bankers of the Bidder	:
& RTGS No. with account no.	:
	Signature Name of Signatory (IN BLOCK LETTERS)
	Designation
Date:	

Rajasthan State Ganganagar Sugar Mills Limited

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur – 302 006 (Rajasthan)

निविदादाता द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय, नेहरू सहकार भवन में नियमानुसार जमा करानी होगी:-

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	1000/-	डिमाण्ड ड्राफ्ट	RSGSM, Ltd. Jaipur
		+18%GST		
	_	2% of	डिमाण्ड ड्राफ्ट	
2	अमानत राशि	Estimated		RSGSM, Ltd. Jaipur
		Value		
3	ई–टेन्डरिंग प्रकिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL,
				Jaipur

उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक **16.10.2017 को सांय 6.00** बजे तक जमा कराना आवश्यक हैं।

- 2. निविदा में सभी संशोधन निविदा जारी करने के उपरान्त <u>eproc.rajasthan.gov.in</u> वेबसाइट पर ही जारी किये जावेंगे। निविदादाताओं द्वारा वेब (ई—मेल) पर संशोधनों / स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- 3. ई-टेन्डरिंग के लिये निविदा दाता हेतु निर्देश
 - अ. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रिजस्टर करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिगनेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट— 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रोनिक निविदा में साइन करने हेतु काम आयेगा। निविदा दाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं हैं।
 - ब. निविदा दाताओं को निविदा प्रपत्र इलेक्ट्रोनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
 - स. इलेक्ट्रोनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केन कॉपी निविदा प्रपत्रों के साथ अटेच कर दी गयी हैं।
 - द. कोई भी टेण्डर इलेक्ट्रोनिकी फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
 - य. टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
- र. ऑन लाईन निविदा भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

Rajasthan Stage Ganganagar Sugar Mills Limited

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

Special Terms and Conditions for Tender

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.raj.nic.in. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Company i.e. M/s RSGSM Ltd. Jaipur has the following types of machines at its Reduction Centers (R.C.) mentioned below:-

S.	Type of Machines	Particulars	The list of Spare
No		(Station wise details)	part rates to be
•			offered
A.	Semi-automatic Bottling	As per Annexure-I	Annx.II
	lines		
B.	(i) R.O with D.M. Plants	As per Annexure-I	AnnxIII
	(ii) R.O. Plants	As per Annexure-I	AnnxIII
	(iii) D.M. Plant	As per Annexure-I	Annx-III

- 2. In case of any dispute arising out of any matter related to the tender/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 place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
- 3. All the legal obligations related to the Contract will have to be complied with by the service provider.
- 4. The legal jurisdiction of the Contract will be Jaipur City only.
- 5. The tenderer must also quote related items & equipment for spare parts at Annexure with the tender document. The rate will be valid for 12 months from the date of issue of purchases order. The rates of spare parts, etc. must be quoted FOR Reduction Centre.
- 6. Guarantee period of spares parts (other than consumable) embedded in the machine by the service provider shall be minimum one year.
- 7. Spare parts found defective during the guarantee period shall have to be replaced by the supplier firm free of cost.
- 8. **Bid security-** Total Estimated value of tender is approximate 55.00 lacs. Bid security shall be 2% of the estimated value of offered quantity. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings,

Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central

Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

The Bid security taken from a bidder shall be forfeited with 18%GST in the following cases, namely:-

- (i) when the bidder withdraws or modifies its bid after opening of bids;
- (ii) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
- (iii) 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;
- (iv) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- (v) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

कुल निविदा मात्रा अनुसार रूपये 55.00 लाख धनराशि का आकलन किया गया है। (विशेष शर्त संख्या 8) उक्त आधार पर ऑफर मात्रा अनुमानित मूल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण निविदा मात्रा पर अमानत राशि रूपये 1.10 लाख बनती है। निविदा की विशेष शर्त संख्या 24 अनुसार निविदा की कुल मात्रा की न्यूनतम 50 प्रतिशत मात्रा स्पेयर पार्टस आपूर्ति हेतु ऑफर की जानी है। निविदादाता द्वारा ऑफर मात्रा के मुल्य की 2 प्रतिशत अथवा निविदा शर्तो में वर्णित अनुसार अमानत राशि (Bid Security) जमा कराई जानी है।

स्पष्ट किया जाता है कि निविदादाता द्वारा निविदा की विशेष शर्त संख्या 8 अनुसार अमानत राशि (Bid Security) जमा कराई जावें। उक्तानुसार जमा अमानत राशि के आधार पर निविदा के ऑन—लाईन स्वीकार नही होने की स्थिति में अमानत राशि के कॉलम में रूपये 1.10 लाख रूपये वर्णित करें तथा उक्तानुसार गणना करते हुये निविदा शर्तों में वर्णित अनुसार वास्तविक अमानत राशि का डी.डी. / बैंक गारन्टी की स्केन प्रति निविदा प्रपत्र के साथ संलग्न करें।

9. **Performance security.-** The amount of performance security shall be 5% of the amount of supply order 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. Performance security shall be furnished at the time of Agreement in any one of the following forms-

- (a) Deposit though eGRAS;
- (b) Bank Draft or Banker's Cheque of a scheduled bank;

This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited with 18% G.S.T. 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. No adjustment of any previous balance against BID SECURITY will be allowed.

- 10. <u>Supply Schedule</u>: Supply schedule will be given separately as per requirement of RSGSM from time to time, which shall be completed as per instruction of supply schedule.
- 11. **Payment**: 100% payment shall be made from Head Office on receipt of spare parts, against verified bills from committee of concerned reduction center.
- 12. **Insurance**: Insurance of material in transit shall be arranged by the supplier at their own cost.
- 13. Any duty, tax etc. paid at the time of purchase shall be refunded to us in the event of the same being held to be not payable.

- 14. <u>Cancellation</u>: In case RSGSM do not require part or entire quantity, due to any reason, it may cancel part or entire order during the currency of contract and/ or any extended period, for which no claim of the supplier shall be entertained.
- 15. The Special Terms and Conditions shall prevail upon where ever the same are in contradiction with the General Terms and Conditions. In case of dispute regarding interpretation of any terms and condition in the Tender Document the same should be got clarified by the Tenderer before submitting the Tender Bid. Decision of the Management shall be final and binding on all the Tenderers. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the Tender Document unless called for by written fax shall not be entertained.
- 16. **Execution of agreement.-** The bidder shall execute an agreement on a non judicial stamp paper as prescribed by Rajasthan Government.
- 17. **Period** The period of rate contract shall be one year.
- 18. Bidder should enclose certified copy of all the required document as per checklist enclosed with Tender farm.
- 19. The Bidder would necessarily enclose copy of permanent registration as SSI Unit from the competent authority. If applicable
- 20. Digitally signed Scand copy of Tender documents, DD of Rs. 1000 + 18%G.S.T. of Tender document, DD of Rs. 1000/- for E-tendering process fees, DD of earnest money and other relevant documents shall be uploaded separately envelope and BOQ (offered quantity and rate) shall be uploaded separately in Online-tender (E-procurement).
- 21. Please read carefully and comply:-

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

Annexure B: Declaration by Bidders regarding Qualifications

Annexure C: Grievance Redressal during Procurement Process

Annexure D: Additional Conditions of Contract

- 22. Technical bid shall be uploaded with below mention documents:-
 - (a)Scanned copy of Tender Document duly signed.
 - (b)Scanned copy of D.D. of E.M.D, Processing fees, Tender form fee
 - (c)Attested copy of documents mentioned in Technical Bid Check List duly filled by the bidder.
- 23. The Bidder should offer a minimum quantity 50% of tendered quantity less than offered quantity 50% shall not be considered and the tender shall be liable for rejection.
- 24. No counter condition shall be accepted.
- 25. Penalty: Penalty for unsupplied quantity shall be 10% + 18%G.S.T. of value of unsupplied quantity.
- 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 security amount will be forfeited with 18%G.S.T.

Rajasthan State Ganganagar Sugar Mills Limited

GENERAL TERMS & CONDITIONS OF TENDER 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 terms, conditions 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. Tender should be filled with ink. Tender filled by pencil or otherwise shall not be considered. No addition and alteration should be made in the tender, no over writings should be done. Corrections, if any should be done clearly and should be initialed.
- 3. Bid must be submitted in properly sealed envelope according to the directions given in the tender notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of tender and name of bidder.
- 4. Bidders are hereby explicitly warned that Individuals signing the tender must specify as follows:
 - a) Whether signing as "sole proprietor of the firm?"
 - b) Whether signing as registered active partner of the firm?
 - c) Whether signing for the firm 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 tender if a copy has not already been sent to the company.
- 5. Only such Bidders who are Manufacturer into the goods for which they tender shall be eligible.
- 6. Bidder, who is not registered under the G.S.T. prevalent in the State where his business is located, may not be eligible for Tender. The G.S.T. IN numbers should invariably be quoted.
- 7. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
- 8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
- 9. (a) Rates quoted must be inclusive of all charges and taxes except Central/Rajasthan G.S.T. which shall be added at the prevailing rates. The Bidder should however indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F.O.R. Distillery/ Warehouses.
 - (b) Any increases in excise duty or any other tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in the excise duty or any other tax after the due date of tender will be paid less to the party

- 10. The Bidder shall not assign or sublet his contract or any part thereof to any other agency. Subletting may be allowed by the Company provided that the sublet is a registered firm under the Rajasthan G.S.T. Act.
- 11. The Bidder should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid. An affidavit on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document.
- 12. The tender must be accompanied by a Bid Security equivalent to 2% (0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the estimated value of the items tendered or the supply to be made by him, without which the tender shall not be considered. The bid security should be deposited by the bidder in one of the following forms only.

Bank Draft / Pay Order of any Scheduled Bank in favour of 'Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.

NOTE:

- 1. The rates should be uploaded separately in Online-tender (E-procurement) and DD should be in a separate sealed cover.
- 2. The Bid Security will be refunded to unsuccessful Bidder after final acceptance of the tender whereas in case of successful Bidder, it will be treated as part of the Performance Security Deposit.
- 13. No request for adjustment of outstanding claim of any kind against the company towards BID SECURITY/Performance Security will be entertained, and failure to deposit the BID SECURITY in full amount will always result in cancellation of tender.
- 14.Successful Bidders will have to deposit security money or an amount equal to 5% (1% in case of SSI/Cottage Industries of Rajasthan registered with Industries Department) of the actual value of the articles by way of DD/Pay order in favour of the Rajasthan State Ganganagar Sugar Mills Ltd. at time of Agreement or any other specified period from the date of issue of purchase order. The purchase order duly accepted & signed by the Bidder shall be an agreement for supply. The security money will be refunded within six weeks after the expiry of the rates after completion of the contract. No interest will be paid by the Company on the security money. If a Bidder fails to deposit the required security within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and will result in the forfeiture of the Bid Security in part or in full at the discretion of the Director In-charge for reason to be recorded.

15. TENDER SHALL BE VALID

- (a)90 days from the dead line for submission of Bids.
- (b) After a tender has been accepted, the rate shall remain valid throughout the contract Period or for the period for which tenders are invited whichever is higher.
- 16. 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.
- 17. The tenders should be submitted along with samples, if required.
- 18. The time specified for supply of specified item shall be deemed to be the essence of the contract and the successful Bidder shall arrange supply/work within that period on

19.

- (i) If the contractor fails to execute the order/contract within the period specified in the tender, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer/Distributor 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 tender, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages 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% G.S.T.
 - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period 5% +18% G.S.T.
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period -7.5% +18% G.S.T.
 - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period -10% +18% G.S.T.

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) 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.
- (d) 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.
- 20. When the Performance security in full or in part is proposed to be forfeited, a notice will be given to the bidder to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
- 21.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.
- 22. The Mode of payment shall be according to special conditions of contract enclosed herewith. Normally, 100% payment is released after acceptance of supply and on receipt of verified bills at Head Office.
- 23.Remittance charges on payment made to firms except through cheque will be borne by

- the supplier unless specifically agreed by the Company.
- 24. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
- 25.Direct or indirect canvassing on the part or bidders or their representatives will disqualify them.
- 26.In case of any dispute arising out of any matter related to the tender/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 place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.

27.

- (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
- (ii) If the bidder resiles from his offer or offers new terms after opening of the tender, his earnest money (Bid Security) is liable to be forfeited with 18%G.S.T.
- (iii) The submission of more than one tender and under different names is prohibited.
- (iv) Any relationship or business connection that may exist between bidder and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to the Company.
- **29.** Specifications (if any) of the items for which tenders are invited are enclosed with this document.

TECHNICAL BID (CHECK LIST)

To be filled by the bidder

(Information to be provided along with the Tender Documents & requisite BID SECURITY. Without Bid security the Tender shall not be considered for Evaluation)

1	Name of the Manufacturer/Distributor Firm	
2	Name of the Owner	
_	(Enclose verification from respective bank/ Partnership	
	Deed/Memorandum of Articles and Association etc.)	
	Deed/Memorandum of Articles and Association etc.)	
3	Address:-	
	i. Office Address, Phone No, Fax No, Email	
	ii. Factory Address Phone No, Fax No, Email	
4	Manufacturer/Distributor	
	(Enclose copy of Factory License in case of manufacturer and	
	authority letter of principal company/firm for distributor)	
5	Whether Registered with the Industries Department (if yes	
	kindly indicate number with date and validity of SSI	
	Industries along with filled for which SSI certificated held	
	(Enclose Copy of Permanent SSI Unit Certificate or	
	equivalent)	
6	Factory owned or taken on lease/ Rent	
	(Copy of Ownership / Lease Deed registered with competent	
7	authority) Power/Electric Connection	
7	(Copy of latest Electricity Bill, also confirm whether	
	there is Captive Power facility or not)	
8	G.S.T. IN	
O	(Registration with the Sales Tax Department)	
	(Enclose Copy of Certificates of G.S.T.)	
9	VAT/CST clearance certificate from the concerning	
	commercial taxes officer with the date of issue of the	
	certificate	
	(Enclose copy of Certificate year 2016-17)	
10	Latest S.G.S.T. challan/ CGST challan/Return	
-0	(Enclose Payment copy of latest Challan of last quarter)	
11	Income Tax Permanent Account No.	
	(Enclose copy of PAN No.)	
	* ·	

12	BID SECURITY Submitted as per offered quantity and	
	also indicate offer quantity (As per Estimated Value of	
	tender)	
	(Mention Details of DD)	
13	Affidavit as per Tender Condition no. 11 of General terms	
	and conditions	
	(On Rs 100/- non judicial stamp Paper duly Notarized)	
14	Affidavit for SSI Unit	
	(On Rs 100/- non judicial stamp Paper duly Notarized)	
15	List of Plant and Machinery Installed in the factory along	
	with the purchase price, date of purchase and	
	quantity(Along with the list)	
	(Enclose copy of relevant Invoices)	
16	Production Capacity (Provide Evidence whether as per the	
	minimum requirement of Tender conditions)	

Please Note:

- 1. All the Copies Submitted should be duly attested/Certified by a Gazetted Officer/Notary public / Oath Commissioner)
- 1. Rajasthan Parties shall be given price/purchase preference as per rules of Rajasthan Government only on furnishing the latest valid Certificate from the Industries Department)
- 2. If required documents not submitted then mention the reason of non submission of documents

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED: JAIPUR

Annexure-I

S.No.	Name of R.C.	Semi-Automatic Bottling Lines	RO/DM Plants
1	Jhotwara	2 X3F3S	RO with DM Plant
	(Jaipur)	1 x 2F2S	
2	Sikar	1x3F3S	RO
		1x3F4S	
3	Jhunjhunu	1 x3F3S	RO
4	Ajmer	1x3F3S	RO
		1 x3F4S	
5	Bhilwara	1 x 2F2S	RO
6	Udaipur	1x3F3S	RO
		1 x3F4S	
7	Chittorgarh	1 x 2F2S	RO
8	Mandore	2x3F3S	RO(Under Installation)
		1 x3F4S	
9	Rani	1 x 2F2S	RO
10	Sirohi	1x3F3S	RO
		1 x3F4S	
11	Bharatpur	1 x 3F3S	RO
12	Sawaimadhopur	1 x 2F2S	RO
13	Alwar	1 x 3F3S	RO
14	Dholpur	1 x 2F2S	RO
15	Kota	2 x 3F4S	RO
16	Bundi	1 x 3F3S	RO
17	Baran	1 x 2F2S	RO
18	Sriganganagar	1x3F3S	DM
		1 x 2F2S	
		1 x3F4S	
19	Hanumangarh	1 x 3F3S	RO(Under Installation)
		1 x 3F4S	
20	Khara(Bikaner)	1x3F3S	DM
	,	1 x3F4S	

Note: The plant and machinery can be shifted to another location will also fall under rate contract at new station.

(A)List of Fast Moving Parts of Semi-automatic line (S.S. Make & Engineer India mark)

1 Vacuum Filling machine

S No.	Name of Parts
1	Level Control rubber washer assoited size
2	Sponge washer Black
3	Nozzle inner washer (For S.S. M/c) FLAT
4	O' Ring (For S.S. M/c) (assoited size)
5	Nozzle outer and inner set-28 MM Complete (For S.S. M/c)
6	Nozzle outer and inner set-28 MM Complete (For Engineers India
7	N.R.V. Complete Set for (For S.S. M/c)
8	N.R.V. Complete Set for (For Engineer India Make M/c)
9	Glass tube indicator for (For Engineer India Mane M/c)
10	Three way valve for filling M/c
11	Filling M/c Belt (B-32)
12	Vacuum Pump Oil level indicator 3 mm thick
13	Vacuum Pump rotor Blade
14	Vacuum Pump Oil Seal
15	Vacuum Pump filter with nipple (brass)
16	three way valve teflon washer

2 P.P. Cap Sealing M/c

S No.	Name of Parts
17	Theard Roller
18	Skrit Roller
19	Skrit Roller Washer/Spring/lock
20	Theard Roller Spring/lock
21	thrust Bearing
22	ARM Set four pin complete with roller etc.
23	Planzer for adjust of Roller
24	Side Cam Roller Complete set
25	Side Cam Roller Nut/Bolt only
26	Side Cam ARM Set complete with spiring
27	Side Cam ARM Tension Spring
28	Clamping Spring
29	Taper Pin
30	Head Return Spring
31	Base Pressure Spring (For S.S. Make)
32	Base Pressure Spring (For Engineers India

33 Lea	ding Screw complete with cheak nut
34 Pres	ssure Noze 28 MM (For S.S. Make)
35 Pres	ssure Noze 25 MM (For S.S. Make)
36 Pres	ssure Noze 28 MM (For Engineers India)
37 Pres	ssure Noze 25 MM (For Engineers India)
386X6	Gurev Screw
395/1	6x1" Allan Bolt
40 Wa	vell Pinion gun metal (30 Teeth)
41 L Ke	ey Wavell Pinion Suitable for SSP/EE Machine
42 Clos	sing camp Brass bush gun metal
43 Wa	vell pinion guide screw
44Oil	Сар
45 Rub	ober Pad
46 Bot	tle guide with Nut (Aluminum)
47 Gea	ar box bush with key (For S.S. Make)
48 Gea	ar Box Shaft
49 Gea	ar Box 12 Teeth Gear Tempered with shaft and keys
50Gea	ar Box 72 Teeth Gear
51Gea	ar Box 88 teeth Gear
52 Pre	ssure plat only with nut and bolt

3 SLAT CHAIN CONVEYOR

S No.	Name of Parts
53	Sprocket 21 Teeth gear black (For S.S. Make M/c)
54	Sprocket 19 Teeth With bearing (For Engineers India make M/c
55	Sprocket 19 Teeth Without bearing (For Engineers India make M/c
56	Bearing UC 205 With cover
57	Bearing UC 206 With cover
58	Bearing 6205
59	Z type green strip suitable for SSP/EE
60	Chain adjuster nut bolt
61	Chain adjuster Complete set with bracket and nut/bolt
62	Slat chain nylon roller (SSP/EE)
63	idler nylon roller for single slat chain (SSP/EE)
64	Double slat chain 21 teeth sprocket mounting shaft with keys (SSP)
65	Slat chain nylon Polly mounting shaft (SSP/EE)
66	Variator for SSP/EE
67	side Plate SS Flat with green strip complete 8 feet long
68	40 teeth bronze gear for (greaves gear box) EE
69	Transfer plate (SSP/EE)

4 Packing Belt Conveyor

S No.	Name of Parts
70	Bearing 6006 DZ
71	Comb for packing belt 12" wide 35 no.
72	Packing belt gear box adjuster pulley
73	Packing belt patta 12" wide 5 mm thick, 5 ply nylon/ cloth
74	Packing belt Roller (Nylon)

5 Filter Press M/c

S No.	Name of Parts
75	Filter Pad/ Filter Cloth

6 Label Printing M/c (Supplied by SSP & Eng. India)

S No.	Name of Parts
76	Rubber For Aluminum Roller
77	Adjuster Rubber
78	Chain timing with Naka
79	Aluminum Roller
80	Assorted size for SSP machine

7 Label Gumming M/c

S No.	Name of Parts
81	Finger for Label gumming M/c

8 Rinser Machine

S No.	Name of Parts
82	Nozzle for rinser M/c (Engineer India & S.S. Make M/c)
83	Pocket (Bottle Holder) for Engineer India make M/c)
84	Teflon disc for Engineers Indin Make M/c

(B)List of Slow moving Parts of Semi-automatic line (For S.S. Make & Engineer India Make)

1 Vacuum filling machine

S	
No.	Name of Parts
1	Vacuum filling M/c Vacuum Pump falcon make 150R/300R
2	vacuum filling M/c Tank steel over flow football complete set
3	Vacuum filling M/c Bottle Holder Stand (S.S)
4	Vacuum filling M/c Tank packing (rubber) complete
5	Vacuum filling M/c Motor with pulley complete
6	8 Head Vacuum filling Machine Complete
7	vaccum pump rotor complete with shaft (suitable for falcon pump)
8	Filling machine head set complete 6 head /8 head (SSP/EE)
9	Filling machine SS tank complete (vaccum tank) (SSP/EE)
10	Filling machine angel stand only to hold the machine (SSP/EE)

2 P.P. Cap Sealing M/c

S	Name of Parts
11	Base Bracket
12	Base Stud
13	Wavell Pinion guide
14	Spinning Head complete 4 pin with pressure plate & arm set
15	Upper Cam Round cam
16	Main Shaft with Key
17	Bottle Stand Complete (S.S. & Engineer India)
18	Sealing M/c gear box for S.S. Make M/c (BONFIGLIOLY make)
19	Sealing M/c gear Box For Engineer India Make M/c
20	Sealing M/c Moter for S.S. Make M/c (BONFIGLIOLY make)
21	Sealing M/c Moter for Engineer India Make M/c
22	Round Camp Steel (Closing Camp)
23	Round Camp Lock
24	55 RPM Cap Sealing Machine Complete
25	pressure plate complete with roller & nut bolt (Brass)
26	Base Plate for bottle holder stand bracket complete
27	wavel Pinion guide plate with screw complete
28	90 teeth MS roller
29	big bush/ small bush for sealing machine
30	clutch brake unit complete

3 SLAT CHAIN CONVEYOR

S	Name of Parts
31	Gear box double slat chain for 2F/2S line of S.S. Make M/c
32	Moter for double Slat chain 2F/2S line S.S. Make M/c
33	Gear box double slat chain for 3F/3S line of S.S. Make M/c
34	Moter for double Slat chain 3F/3S line S.S. Make M/c
35	Gear box double slat chain for 1F/1S line of Engineers India Make
36	Gear box double slat chain for 2F/2S line of Engineers India Make
37	Gear box double slat chain for 3F/3S line of Engineers India Make
38	Moter for double Slat chain 1F/1S line of Engineers India Make M/c
39	Moter for double Slat chain 2F/2S line of Engineers India Make M/c
40	Moter for double Slat chain 3F/3S line of Engineers India Make M/c
41	Fly wheel 14 teeth for Engineers India Make M/c
42	Fly wheel 28 teeth for Engineers India Make M/c
43	Fly wheel 32 teeth for Engineers India Make M/c
44	Steel 304 grade conveyor slat chain 1/2 inch. Pitch
45	S.S. Angle on which Z Strip mount 'T' angel 8 feet long
46	Conveyor mount Stand
47	Single Slat Conveyor Complete 8 Feet long with Stand
48	Double Slat Conveyor Complete 8 Feet long with Stand

4 Packing Belt conveyor

S	Name of Parts
49	Front Roller Complete For S.S. Make M/c with shaft and bearing
50	Packing Belt gear box for 2F/2S line of S.S. Make M/c
51	Packing Belt Moter for 2F/2S line of S.S. Make M/c
52	Packing Belt gear box for 3F/3S line of S.S. Make M/c
53	Packing Belt Moter for 3F/3S line of S.S. Make M/c
54	1F/1S line gear box for Engineers India Make M/c
55	1F/1S line Moter for Engineers India Make M/c
56	2F/2S line gear box for Engineers India Make M/c
57	2F/2S line Moter for Engineers India Make M/c
58	3F/3S line gear box for Engineers India Make M/c
59	3F/3S line Moter for Engineers India Make M/c
60	Adjuster Roller Complete with shaft and bearing
61	8 Feet long Packing conveyor complete with side tray Stand
62	Double Slat chain conveyor complete 8 feet long with stand
63	fly wheel 32 teeth
64	Double / single chain for Packing belt gear box
65	main gear box (suitable) for SSP machine

5 Rinse M/c

S		Name of Parts
	66	Black Disk of S.S. Make Rinser
	67	Gear Box for Engineer India Make Rinser
	68	Motor for Engineer India Make Rinser
	69	C.I. Main Gear 136 teeth for Engineers India Make M/c
	70	M/s Gear 12 teeth for Engineers India Make M/c

6 Label Printing M/c (Supplied by SSP & Eng. India

S	Name of Parts	
71	Stand Block two piece	
72	2 Gear Box for Printing M/c	
73	3 Naka for Chain (Timing Chain) with lock	
74	Motor for Label Printing M/c	
75	Label Batch pringing machine complete (Speed 250 RPM)	
76	fly wheel big/small	
77	nylon/MS gear assited size (SSP machine)	

7 Label Gumming M/c

S	Name of Parts	
78	Finger rod brass	
79	Gum Roller Bress	
80	Gum Pot	
81	Gear Pulley	
82	Gear Bronze Big	
83	Gear Bronze Small	
84	Gum adjesting attachment	
85	Belt	
86	complete body gumming machine without motor	
87	gumming machine motor	

8 Filter Press M/c

S	Name of Parts
88	Rubber Packing for Assembly
89	Pressure Gause
90	S.S. Union 1"
91	Union Packing
92	Pump Shaft
93	Air pressure Release valve
94	Pump Packing
95	Machnical Seal for Pump
96	Pump with moter Complete (3HP / 2HP Motor) fire proof

97SSP pump complete without motor

98 complete filter press machine with 3HP motor and pump

	List of Spare parts of RO/DM Plant
S.No.	Name of Spare parts/consumable
1	Membrance Housing 8040(S.S./FRP)
2	Casting soda (naoh) kg.
3	Dosing pump (Meter Italy/Milton Roy/pentair/Asia LMI)
4	S.P. antiscalent (kg)
5	Membrane -4040 (Hydronatics/Dow make/Torray Japan)
6	Membrane -8040 (Hydronatics/Dow make/Torray Japan)
7	Membrance Housing 4080(S.S./FRP)
8	Membrance Housing 4040(S.S./FRP)
9	S.S. valve 1"
10	Solonlld valve 1/2"
11	Multipot valve (size 1.5")
12	Carbon (kg.)
13	Sand(kg.)
14	Cartidge filter normal 20"
15	Cleaning chemical (kg.)
16	Resin Anin (for D.M.) Ltr.
17	Resin Cation (for D.M.) Ltr.
18	Low pressure switch
19	High Pressure switch
20	Cartidge filter Jumbo 20"
21	Cartidge filter Jumbo housing 20"
22	Pressure gauage(Guru/Waree)
23	PH meter
24	HCL acid (for D.M. Charging) ltr.
25	MB Diaphagram
26	Auto panel
27	TDS meter (Aster/Hanna)
28	Vessel 24-72
29	Vessel 16-65
30	Vessel 13-54

31	High Pressure Pump Mechnical seal (suitable for 1500 ltr. RO)
32	High Pressure pump Mechnical seal (suitable for 1000 ltr. RO)
33	High Pressure pump Mechnical seal (suitable for 2000 ltr. RO)
34	High Pressure pump Mechnical seal (suitable for 3000 ltr. RO)
35	High Pressure Pump complete Suitable for 1000 ltr. RO (Grand foss/ Willo/ Pentair /CRI)
36	High Pressure Pump complete Suitable for 1500 ltr. RO (Grand foss/ Willo/ Pentair /CRI)
37	High Pressure Pump complete Suitable for 2000 ltr. RO (Grand foss/ Willo/ Pentair /CRI)
38	High Pressure Pump complete Suitable for 3000 ltr. RO (Grand foss/ Willo/ Pentair /CRI)
39	Water meter(totoliser)
40	Flow meter (UKL/Aster)
41	PH correction chemical (kg.)
42	Raw water Pump (Grand Foss/ Willo / Kirloskar)
43	Blower for DM Plant complete
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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.

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	e Inviting Bids No
Dated I/we hereby declare under Section 7 or	f Rajasthan Transparency in Public
Procurement Act, 2012, that:	
1. I/we possess the necessary professional, technical, fina	incial 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	e taxes payable to the Union and the
State Government or any local authority as specified in	n 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	•
4. I/we do not have, and our directors and officers not ha	
offence related to my/our professional conduct or	•
misrepresentations as to my/our qualifications to enter	-
a period of three years preceding the commencement	•
have been otherwise disqualified pursuant to debarmen	•
5. I/we do not have a conflict of interest as specified	•
Document, which materially affects fair competition;	m the rive, Rules and the Blooms
podament, which materiary affects fair competition,	
Date: Signature of b	idder
Place: Name:	
Designation:	
Address:	

Annexure C: Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is	
The designation and address of the Second Appellate Authority is	
(1) Filing an appeal	

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No. 1
[See rule 83]
c Procurement

	Memorandum of Appeal under the Rajasthan Transparency in Public Procuremen Act, 2012
	Appeal No
	(ii) Official address, if any:
	(iii) Residential address:
;	 2. Name and address of the respondent(s): (i) (ii) (iii) b. 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
4.	of the Act by which the appellant is aggrieved: 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
	7. Prayer
	Place
	Date
	Appellant's Signature

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- i. 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 100% 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)

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.

List of Reduction centre of RSGSM

Year 2017-2018 (Valid 12 Month from the date of issue of purchase order)

S. No	Name of Reduction centre
01.	Jhotwara (Jaipur)
02.	Sikar
03.	Jhunjhunu
04.	Ajmer
05.	Bhilwara
06.	Udaipur
07.	Chittorgarh
08	Mandore (Jodhpur)
09.	Sirohi
10.	Rani
11.	Bharatpur
12.	Sawaimadhopur
13	Alwar
14.	Dholpur
15.	Kota
16.	Bundicity
17.	Baran
18.	Sriganganagar
19.	Hanumangarh
20.	Khara, (Bikaner)

Manufacturer/Distributor Authorization (In case of procurement valuing more than Rupees 10 lakh)

Manufacturer/Distributor Authorization

NIB. NO. RSGSM/Spare Parts / Open Competitive Bid//2017-18/ Pur/130	Dated 14-09-2017
To, The DGM (Purchase) RSGSM Ltd. Jaipur.	
WHEREAS	
We, who are official Manufacturer/Distributor of Spare do hereby authorize the Invitation for Bids indicated above, the purpose of which is to prove by us and to subsequently negotiate and We hereby extend that the goods supplied by us shall be free for omission by us or arising in design, materials and workmanship, unthe Goods offered by us in reply to this Invitation for Bids.	to submit a Bid in relation to vide Spare Parts manufactured sign the Contract. rom defects arising from any act
Name In the capacity of : Signed Signed Duly authorized to sign the Authorization for and on behalf of Tel: Fax:e-mail Date	

(Shall be submitted along with the Bid Security)

Declaration by the Bidder

In relation to my/our Bid submitted to RSGSM for procurement of Spare Parts in response to their Notice Inviting Bids NIB No. Pur/RSGSM/Spare Parts /open tender//2017-18/ Pur/130 Dated 14-09-2017

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 DGM Purchase, RSGSM.
- 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:

(Shall be submitted along with the Bid Security)

Technical Bid Submission Sheet

NIB. NO. RSGSM/Spare Parts / Open Competitive Bid//2017-18/ Pur/130 Dated: 14-09-2017 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 Spare Parts . (b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
(c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
(d) Our firm, for any part of the Contract, have nationalities from the eligible countries
(e) We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
(f) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
(g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
(i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
(j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;
Name/ address: In the capacity of : Signed : Duly authorized to sign the Bid for and on behalf of

(Shall be submitted along with the Bid Security)

Date_____
Tel: ______ Fax: ______ e-mail: _____

RATE CONTRACT AGREEMENT

	This Agreement is made on the day of 2017 between Rajasthan State
	Ganganagar Sugar Mills Limited having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as ' RSGSM ') –
	FIRST PARTY
	AND
	M/s having its office (Hereinafter referred to as the eligible 'Bidder') on the terms and conditions set forth hereunder: -
	SECOND PARTY
	The expression of first and second party shall mean and include their Representatives,
	Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.
1.	The RSGSM had called Tenders of Rate contract for supply of Spare Parts on The
	Financial Bid of which was opened onThe tender was approved by the RSGSM
	vide their Purchase Order No dated
2.	That the duration of this contract shall be one year from to RSGSM
	reserves the right to increase period of rate contract up to maximum two years on same rate,
	terms & conditions & further extend the duration up to as per requirement of
	RSGSM. Supply schedule may be issued in aforesaid period.
3.	That the tender form as submitted by the Bidder and all the terms and conditions enumerated
	therein as well as that in the Purchase Order, provision of which would have superseding
	effect in case of any contradiction in any condition of the tender and that of the Purchase
	Order.
4.	The conditions of the tender and contract for open tender enclosed to the NIB. NO.
	RSGSM/Spare Parts / Open Competitive Bid//2017-18/ Pur/130 dated 14-09-2017 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.
5.	Purchases Order No dated issued by the RSGSM and appended to this
	agreement shall also form part of this agreement.
6.	(a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said
	articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM
	will pay through RTGS/Cheque/D.D cash 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:-
	· · · · · · · · · · · · · · · · · · ·

100% payment shall be made from Head Office on receipt of material, against verified bills from unit concerned & after receipt of satisfactory test report from RSGSM Labotary at Jhotwara. regarding the quality of the paper and GSM. Size and printing report shall be reported invariable by units. If there is any variation in the quality of Label beyond permissible limits, goods shall be rejected on suppliers expenses

- 7. The Bidder shall be responsible for proper standard packing so as to avoid damage in transportation and deliver material in good condition to all the respective reduction centers/units. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the reduction center/unit the same shall be debited to the tender.
- 8. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the Bidder in such an event.
- 9. The Bidder shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the respective reduction centre/units as per orders placed to them.
- 10. (i) Should The contractor fail to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have risen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the Manufacturer/Distributor or similar reasons which the Director In charge may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.
 - (ii) Should the Bidder fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The Director In charge may at his discretion allow extension of time, subject to recovery from the Bidder as liquidated damages and not by way of penalty, as 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 on fourth period of the prescribed delivery Period. 2 ½% + 18%G.S.T.

(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. 5% + 18%G.S.T.

(c) Delay exceeding one Half but not exceeding three 7 ½% + 18%G.S.T. fourth of the prescribed delivery period.

(d) Delay exceeding three fourth of the prescribed delivery period. 10 % + 18%G.S.T.

Notes:

(I) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.

- (ii) The maximum amount of agreed liquidated damages shall be 10% + 18%G.S.T.
- (iii) When the successful Bidder is unable to complete the order/contract within the specified or extended period the company shall be entitled to accept supply and get the work done from the open market without 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 loss or 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 contractor fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.
- 11. Arbitration Clause. : In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director Incharge, RSGSM whose decision shall be final and binding on 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.
- 12. The venue of the arbitration shall be Jaipur only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be JAIPUR only.
- 13. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s	Dy. General Manager (Purchase) RSGSM, Jaipur	
Authorized Signatory		
Witness	Witness	
1	1	
2.	2.	

The bidder shall execute the agreement (within 15 days issuing purchase order) on a nonjudicial stamp of specified value at its cost.