

Rajasthan State Ganganagar Sugar Mills Limited

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

JAIPUR - 302006 –RAJASTHAN

CIN-U15421RJ1945SGC000285

FAX: 0141-2740676 Website: www.rajexcise.gov.in E-mail: purchasersgsm@gmail.com

Notice Inviting E-Bid

PROCUREMENT OF STAINLESS STEEL TANKS (VATS)

Single Stage

Two Part Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the Bid)

NIB. NO. RSGSM/Tanks/OCB/2019-20/Pur/25

Dated 23.08.2019

Pre-Bid Meeting	:	On 29.08.2019 at 03.00 PM
Bid Submission Start Date	:	From 04.09.2019 at 12.00 PM
Last Date/ Time of Download of Bid Document	:	Till 16.09.2019 up to 6.00 PM
Last Date/ Time of Submission of the Bid	:	Till 16.09.2019 up to 6.00 PM
Date and time of opening of the Technical Bid	:	On 17.09.2019 at 12.30 PM
Date and time of opening of the Financial Bid	:	To Be Intimated By Automated Messaging System Of E-Proc
Price of Bid Document	:	Rs. 1180/- 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 : purchasersgsm@gmail.com

NOTICE INVITING BID

NIB No. RSGSM/Tanks/OCB/2019-20/Pur/25

Date 23.08.2019

1. Online Single Stage Two part unconditional Bids are invited for the procurement of stainless steel tanks (vats) from Manufacturer on F.O.R. basis at Reduction Centres of Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 PM of 16.09.2019 as listed below: -

S. NO.	Name of Article	Quantity	Capacity of Each Tank	Amount of Bid Security	Validity period of Bids
1	Stainless Steel Tanks (Vats)	16 Nos. 17 Nos. 16 Nos.	25 KL 20 KL 12 KL	2% of Offered Value	90 Days

2. Bidding Document can be seen at website www.rajexcise.gov.in, <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website eproc.rajasthan.gov.in and <http://sppp.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.

3. 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-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिड दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।

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

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

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

ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।

च ऑन लाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

छ बिडर, यदि आवश्यक हो तो, ऑनलाइन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेन्ट 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।

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- झ बिड शुल्क रू. 1180 मय जीएसटी (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रू. 1000 (MD, RISL, payable at Jaipur के पक्ष में), बोली प्रतिभूति राशि (RSGSM Ltd. payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं एनेक्सर 'बी' (रू. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा, जिसके अभाव में तकनीकी बिड खोला जाना संभव नहीं हो सकेगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक—लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

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 : purchasersgsm@gmail.com

NIB. NO. RSGSM/Tanks/OCB/2019-20/Pur/25

Dated 23.08.2019

E-BID NOTICE

E-bids are invited from Manufacturer for procurement of Stainless steel tanks (vats) by 16.09.2019 up to 6.00 PM. Details may be seen in the Bidding Document on our website <http://rajexcise.gov.in/> and <http://sppp.rajasthan.gov.in>. This bid shall be processed through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Further updates about the bidding will be available only on above website therefore interested bidders are advised to visit above website regularly for updates.

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Limited

<u>Instructions to bidders:</u>		
1.	NIB No.	RSGSM/Tanks/OCB/2019-20/Pur/25
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	Stainless steel tanks (vats) from Manufacturer
4.	(i) The price of the Bidding Document	Rs. 1180/- Including GST by way of Demand Draft/Banker's Cheque 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 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 : purchasersgsm@gmail.com
6.	The Pre-Bid Meeting	On 29.08.2019 at 03.00 PM
7.	The language of the Bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As Detailed in Technical Bid Check list
9.	Bid validity period	120 days from the dead line for submission of Bids
10.	Bid Security	(a) Either Bid Security Declaration shall be required. (b) Or the amount of Bid Security shall be 2 % of Estimated value of maximum offered quantity through Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, should reach at Head office, Jaipur up to 6.00 PM on 16.09.2019 .
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 PM on 16.09.2019
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 PM on 16.09.2019 . 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 12.30 PM on 17.09.2019 (on Rajasthan Government's portal

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		www.eproc.rajasthan.gov.in
	(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	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.	Appellate Authority	First: Joint Secretary Finance (Excise) Second: Any Two Directors Appointed By the Board

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 :

Mobile :

Website if any :

Statuary Details

Rajasthan State Ganganagar Sugar Mills Limited

GSTIN : _____

PAN : _____

Bid Processing Fee DD/BC No. & Amount : _____

Bid Fee DD/BC No. & Amount : _____

Bid Security DD/BC No. & Amount : _____

Details of Bank Account of the Bidder

Bank Name and branch address : _____

Bank Account No : _____

Bank IFSC/MICR Code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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

Rajasthan State Ganganagar Sugar Mills Limited

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

Special Terms and Conditions for Bid

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, 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.

A. **Specification for (General): 12 K.L.**

a.	Capacity	12 K.L.
b.	Dia and Height	Dia 8' Height 8'5"
c.	Shape	Round
d.	Product Stored	Country Liquor/Rectified Spirit
e.	Specification	S.S. 304 (Certificate to be enclosed with the bill)
f.	Operating Temperature	Ambient
g.	Hydrostatic Test	Water
h.	Bottom sheet thickness	3 mm
i.	Top sheet thickness	3 mm
j.	Shell Thickness	3 mm
k.	Nozzles schedules	as per requirement
l.	Bottom & Top Shell	FLAT
m.	Valve	2.5" (Leader Make) and SS(ISI) Mark
n.	S.S. Pipe (Perforated)	टैंक के डिप होल में एस.एस. पाईप "डिप पाईप" (परफॉरेटेड) जो पैंदे से 4 से 6 इंच ऊंचा हो (गेज रॉड डालने हेतु) लगाया जाना है।
o.	Minimum weight	800 Kg

B. **Specification for (General): 20 K.L.**

a.	Capacity	20 K.L.
b.	Dia and Height	Dia 9' Height 12'9"
c.	Shape	Round
d.	Product Stored	Country Liquor/Rectified Spirit
e.	Specification	S.S. 304 (Certificate to be enclosed with the bill)
f.	Operating Temperature	Ambient
g.	Hydrostatic Test	Water
h.	Bottom sheet thickness	3 mm
i.	Top sheet thickness	3 mm

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j.	Shell Thickness	3 mm
k.	Nozzles schedules	as per requirement
l.	Bottom & Top Shell	FLAT
m.	Valve	2.5" (Leader Make) and SS(ISI) Mark
n.	S.S. Pipe (Perforated)	टैंक के डिप होल में एस.एस. पाईप (परफॉरेटेड) जो पैंदे से 4 से 6 इंच ऊंचा हो (गेज रॉड डालने हेतु) लगाया जाना है।
o.	Stiffer 3" Channel Calended	4 Nos.
p.	Minimum weight	1100 Kg

C. Specification for (General): 25 K.L.

a)	Capacity	25 K.L.
b)	Dia and Height	Dia 9' & Height 15'
c)	Shape	Round
d)	Product Stored	Country Liquor/ Rectified Spirit/ENA/IMFL/RHL
e)	Specification	S.S. 304 (Certificate to be enclosed with the bill)
f)	Operating Temperature	Ambient
g)	Hydrostatic Test	Water
h)	Bottom sheet thickness	3 mm
i)	Top sheet thickness	3 mm
j)	Shell Thickness	3 mm
k)	Nozzles schedules	As per requirement
l)	Bottom & Top Shell	FLAT
m)	Valve	2.5"(Leader Make) and SS(ISI) Mark
n)	S.S. Pipe (perforated)	टैंक के डिप होल में एस.एस. पाईप (परफॉरेटेड) जो पैंदे से 4 से 6 इंच ऊंचा हो (गेज रॉड डालने हेतु) लगाया जाता है।
o)	Stiffer 3" Channel Calended	4 Nos.
p)	Minimum weight	1250 Kg

Notes: -

- I. Tank interior shall be thoroughly wise brushed and cleaned.
- II. Bidder shall provide cover for Dip Hole.
- III. Bidder will provide companion flanges, nuts and bolts.
- IV. Welding should be strictly according to welding procedure.
- V. Tank shall be calibrated per cm. by water after installation at site. Calibration chart indicating quantity and gauge rod in cm/mm of brass should be provided with tank. Quantity of water in dip may also be indicated in calibration register, chart (duly verified the bidder). The bidder should ensure that dip rod & measurements are accurate.
- VI. Dip Hole is higher up to 4"-6" from bottom surface to connect S.S. Pipe perfectly.
- VII. Provide railing at top of tank & stairs from bottom to top are also mounted with tank.

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2. **Rates:-** F.O.R. rates should be quoted in schedule of rate (BOQ) annexed with the bid document. Rate should be quoted keeping in view the minimum weight of respective vats shown along with specifications.
3. **Payment terms:**
 - a) 60% payment shall be made from Head Office on receipt of Tanks at respective reduction centre and on production of bills duly verified by incharge, reduction centre concerned.
 - b) 30% payment shall be released after verification of parameters specified in specifications, successful installation and testing of Tanks.
 - c) Remaining 10% payment shall be released after a period 2 months from installation on production of satisfactory working report duly verified by incharge reduction centre.
4. **Scope of Work:-** The successful Bidder shall supply strictly as per specification, transport the vats at its own cost, will unload them from mode of transport and will erect them at specified RC and place. The installation of tanks shall also be carried out by successful bidder. However the construction of plate form shall be made by RSGSM. The successful bidder may inspect site in advance at their own cost before delivery of tanks and will inform RSGSM at least one month prior to the expiry of delivery period if any specific civil work is required further.
5. **Inspection & Weighment: -** As and when the tanks are fabricated and ready for supply, successful bidder shall inform the procuring entity for its inspection before dispatch. RSGSM may depute their technical officer to inspect and examine the tanks with a view of its as per specification and specified weight. Successful bidder shall transport/dispatch the tanks only after satisfactory inspection report of technical committee nominated by procuring entity for the purpose. It is further clarified the weighment of tanks will also be made at destination and if any difference in weight or specification is found then the tanks will not be accepted even of their ok while inspecting before dispatch.
6. **Quantity & Estimated value of Bid:** Total estimated value of bid is as per below :-

SN	Subject matter of procurement	Capacity	Approximate Quantity	Estimated value in per S.S. Tank	Total Bid Value In Rs.
1.	S.S. Tank	12 KL	16	Rs. 5.00 Lakhs + GST	Rs. 9440000
2.	S.S. Tank	20 KL	17	Rs. 6.50 Lakhs + GST	Rs. 13039000
3.	S.S. Tank	25 KL	16	Rs. 7.20 Lakhs + GST	Rs. 13593600
Total					Rs. 36072600 Say (3.61 Crore)

7. **बोली प्रतिभूति राशि:** उपापन योग्य उक्तानुसार विषय सामग्री की मात्रा एवं अनुमानित राशि के आधार पर बिड की कुल अनुमानित राशि Rs. 3.61 Crore के 2 प्रतिशत के आधार पर बोली प्रतिभूति राशि Rs. 7,22,000/- रखी गई है।
8. Bid without appropriate bid security shall not be accepted. The Bid Security must remain valid Thirty days beyond the validity period of the bid.
9. **Replacement:** In case the material supplied is rejected due to any reason, bidder shall be liable to replace the rejected tank within twenty days from issue of communication of rejection, otherwise recovery on account of L.D. shall be made by RSGSM Limited for delay in replacement, more than 20 days.
10. Successful bidder shall have to provide a guaranty / warranty for a period of one year w.r.t. subject matter of procurement.
11. **Repeat Order:** Orders for extra items up to 50% of value of goods of the original contract may be placed by the procuring entity on the rates and conditions of the contract.

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12. Any duty, taxes etc. paid at the time of purchases shall be refunded to us in the event of the same being held to be not payable.
13. Bidder should enclose certified copy of all the required documents as per bid conditions as well check-list enclosed with bid form.
14. The Bidder shall necessarily enclose a copy of permanent registration as SSI Unit from the competent authority if bidder pertains to MSME unit. Bidder shall also specify its category whether the industry belongs to micro, small, medium category.
15. No counter condition shall be accepted.
16. **Identification of the bidder** : Successful bidder while supplying the tanks/equipments shall put the following necessary information on each tank:
 - a) Name and address of the Manufacturer
 - b) Type, Size and Serial No.
 - c) Capacity and year of Manufacture.
17. The successful bidder will have to provide the required Tanks F.O.R. at Jhotwara, Bhilwara, Ajmer, Kota, Sikar, Bharatpur, Alwar, Udaipur Reduction centers of RSGSM as per details provided to them in supply order.
18. **Supply Period:** The successful bidder shall have to make supply of ordered tanks at respective RCs with in a period of 90 days after having inspected of tanks by technical committee of RSGSM before dispatch.
19. Since the bid has been invited from manufacturer of subject matter of procurement hence every such bidder in support of his as manufacturer will have to produce a Certificate issued by Director of Industries or any authority competent for issuing it.
20. It will be the privilege of RSGSM Limited to carry out sudden inspection of the Factory/Work place of the Bidder at any time during the process of bid / contract, without prior intimation. If the factory is found unfunctional, his bid/ supply order shall be cancelled after forfeiture of Bid Security/Performance Security.
21. Technical Bid & Financial Bid will be uploaded separately .
22. 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 Bid Document the same should be got clarified by the Bidder before submitting the Bid. Decision of the procuring entity shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the Bid Document, unless called for by written, shall not be entertained.
23. **Dividing quantities among more than one bidder at the time of award-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

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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.

उपापन हेतु समस्त परिमाण उस बोली लगाने वाले से उपाप्त किये जायेंगे जिसकी (एल-1 बिडर) बोली स्वीकार की गयी है। यदि एल-1 बिडर, जिसकी बोली स्वीकार की गयी हैं, द्वारा प्रस्तावित परिमाण मात्रा उपापन संस्था (आरएसजीएसएम) की बिड में दर्शाई अनुमानित मात्रा से कम रहती है तो उस स्थिति में ही द्वितीय निम्नतम बोली लगाने वाले या उसी क्रम में और भी बोली लगाने वालों को शेष मात्रा क्य हेतु प्रति प्रस्ताव उस सीमा तक दिया जावेगा जबकि बिड की अनुमानित मात्रा की आपूर्ति सुनिश्चित हो जाती है।

24. Digitally signed Scanned copy of Bid documents, DD of Rs. 1000/- of Bid document, DD of Rs. 1000/- for E-Bidding 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-Bid (E-procurement).
25. 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
26. Bid shall be uploaded with below mention documents :-
(a) Scanned copy of Bid Document
(b) Scanned copy of D.D. of E.M.D, Processing fees, Bid form fee
(c) Relevant documents as per check-list (technical bid)
27. Income Tax, other taxes shall be deducted at source from bidders bills, if applicable and no reimbursement of the same shall be made by RSGSM.

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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 at the end of each page of bid document as token of his acceptance of all the terms and conditions and then will upload it.
8. **Bid security-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
 - 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 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 department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security

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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 five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security 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. It 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 15000/- at its cost.

11. Bid shall be valid

- a) 90 days from the dead line for submission of 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%.

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- (c) When the successful Bidder is unable to complete the order/contract within the specified or extended period, the Company shall be entitled to accept supply from the open market without giving any notice to the Bidder but at his risk and cost i.e. Bidder's account and risk the goods or any part thereof which the Bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the Bidder under this or any other contract with the Company. If recovery is not possible from the bills and the Bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the Company.
- (d) If the bidder 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/ bidder, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. In case of any dispute arising out of any matter related to the bid/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The 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.

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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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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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Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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.

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Annexure 'E'

CAPACITY OF EACH TANK

NAME OF REDUCTION CENTRE & QUANTITY

Sr. No.	Name of Reduction Centre	Quantity		
		12 KL	20 KL	25 KL
1.	Jhotwara	-	5	2
2.	Bhilwara	4	-	6
3.	Ajmer	4	4	-
4.	Kota	4	-	4
5.	Sikar	2	-	-
6.	Bharatpur	2	4	-
7.	Alwar	-	2	-
8.	Udaipur	-	2	4
Total		16	17	16

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Annexure 'F'

FOR MANUFACTURING OF STAINLESS STEEL TANKS (VATS)

LIST OF MACHINERIES

1. ARGON MACHINERY
2. ARCH WELDING MACHINE
3. SHEET CUTTING MACHINE
4. BENDING MACHINE

(All machineries should be in the factory premises in working condition. The Bidder shall not assign or subject his contract or any part thereof to any other agency)

Signature of the Bidder

Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'G'

Manufacturer's Authorization (In case of procurement valuing more than Rupees 10 lac)

Manufacturer's Authorization

NIB. NO. RSGSM/Tanks/OCB/2019-20/Pur/25

Dated: 23.08.2019

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

WHEREAS

We, who are official manufacturers of Stainless steel tanks (vats) 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 Stainless steel tanks (vats), manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend that the items 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 Items 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 _____

(Shall be submitted along with the Bid Security)

Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'H'

Technical Bid Submission Sheet

NIB. NO. RSGSM/Tanks/OCB/2019-20/Pur/25

Dated: 23.08.2019

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 Stainless steel tanks (vats).
- 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 sub successful bidder or bidders 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: _____

(Shall be submitted along with the Bid Security)

Rajasthan State Ganganagar Sugar Mills Limited

SR FORM-17

AGREEMENT

(See Rule 68)

An agreement made thisday ofbetween(hereinafter called "**the approved bidder**", 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 bidder 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 bid and contract appended herewith and at the rates set forth in column_____ of the said schedule.
3. And whereas the approved bidder 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 bidder will duly supply the said articles set forth in_____ and _____ thereof in the manner set forth in the conditions of the bid and contract.
 - (2) The conditions of the bid and contract for open bid enclosed to the bid notice No._____ dated_____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
 - (3) Letters Nos._____ received from bidder and letters nos._____ issued by the Government and appended to this agreement shall also form part of this agreement.
 - (4)

Rajasthan State Ganganagar Sugar Mills Limited

(a) The RSGSM do hereby agree that if the approved bidder 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 bidder 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:-

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

S. No.	Items Quantity	Delivery period
a)	Delay upto 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 one fourth 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
- (iii) If the bidder requires an extension of time in completion of contractual supply on account of occurrence of any hinderences, 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 bidder.

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

In witness whereof the parties hereto have set their hands on the..... day of201.....

Rajasthan State Ganganagar Sugar Mills Limited

Signature of the
approved bidder.

Date:

Witness No. 1

Witness No.2

Signature for and on behalf of Rajasthan
State Ganganagar Sugar Mills Ltd.

Dy. General Manager (Purchase)

Date:

Witness No. 1

Witness No.2

Rajasthan State Ganganagar Sugar Mills Limited

CHECK LIST (TECHNICAL BID)

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

1.	Name of the Manufacturer Firm	
2.	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	
3.	Address: Office Address: Factory Address: Mobile: Phone: Email:	
4.	Manufacturer (Enclose copy of Factory License)	
5.	Whether Registered with the Industries Department (Enclose Copy of Permanent SSI Unit Certificate or equivalent)	
6.	Factory owned or taken on lease (Copy of Ownership / Lease Deed registered with competent authority)	
7.	Power Connection (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)	
8.	Registration with the Commercial Tax Department (Enclose Copy of Certificates and GSTIN)	
9.	Latest GST challan (Enclose Payment copy of latest GST Challan)	
10.	Income Tax Permanent Account No. (Enclose copy of PAN No.)	
11.	Bid Security Submitted (Mention Details)	
12.	Affidavit as Per NIB instruction No. ३: - 1. Annexure 'B' of Bid Document (On Rs 100/- Non-Judicial Stamp Paper Duly Notarized)	
13.	List of Plant and Machinery Installed (Enclose copy of relevant Invoices)	
14.	Duly Signed Complete Bid Documents Attached/Uploaded	Yes/No

Please Note:

1. All the Copies Submitted should be duly attested/Certified by a Gazetted Officer/Notary public / Oath Commissioner/self)