



Rajasthan State Ganganagar Sugar Mills Limited

3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari, Jaipur- 302004

CIN-U15421RJ1945SGC000285

Tel: 0141-2740841 website : www.excise.rajasthan.gov.in

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

Notice Inviting Off-line Bid

Procurement of Tally Software With Cloud Services Renewal

Single Stage

Single Part Bid

TECHNICAL BID

(To be submitted duly filled along with the bid)

NIB. NO. RSGSM/TALLY/OCB/2023-24/Pur/30

Date 29.09.2023

Last date/ time of download of bid form	:	Till 05.10.2023 up to 1.00 pm
Last date/ time of submission of the bid	:	Till 05.10.2023 up to 1.00 pm
Date and time of opening of the bid	:	On 05.10.2023 at 03.30 pm
Price of bid document	:	Rs. 590/- Including GST

Rajasthan State Ganganagar Sugar Mills Ltd.

3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari, Jaipur- 302004
Tel. No. : 0141-2740841 Fax : 0141-2740676 Email id : dgmpurchase.rsgsm@rajasthan.gov.in

NOTICE INVITING BID

NIB No. RSGSM/TALLY/OCB/2023-24/Pur/30

Date 29.09.2023

1. Single stage two part unconditional offline bids are invited for the procurement of tally software with cloud services from reputed and eligible bidders up to 1.00 pm of 05.10.2023 as listed below:-

S.N.	Name of Article	Estimated Value	Bid security
1	Tally Software With Cloud Services	4.61 lakhs	Bid security @ 2%

2. Bidding document can be seen at website <http://www.excise.rajasthan.gov.in>, <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. बिडर को बिड प्रपत्र साइन के साथ प्रस्तुत करना होगा।
4. 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 हैं।
5. कोई भी बिड जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
6. बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से दर्ज करें।
7. बिड में सभी संशोधन बिड जारी करने के उपरान्त 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।
8. बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर आवश्यक रूप से संलग्न कर दिए गए हैं।

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

Instructions to Bidders:		
1.	NIB No.	RSGSM/TALLY/OCB/2023-24/Pur/30
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & delivery date	Procurement for tally software with cloud services, delivery should within 5 days from date of issue of purchase order.
4.	(i) The price of the Bidding Document	Rs. 590/- Including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
5.	Procuring Entity's address (For clarification purposes only)	Dy. General Manager (Purchase)/Company Secretary 3 rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari, Jaipur- 302004 Tel. 0141-2740841 Fax :0141-2740676 Email Id : dgmpurchase.rsgsm@rajasthan.gov.in
6.	The Pre-Bid Meeting	No
7.	The language of the bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As detailed in technical bid check list
9.	Bid validity period	90 days from the date of opening of technical bid
10.	Bid security	2 % of estimated value. Bid security 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 p.m. on 05.10.2023.
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.sppp.rajasthan.gov.in on 29.09.2023.
13.	Submission of bids	At the office of Dy. General Manager (Purchase) 3 rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari, Jaipur- 302004 Up to 1.00 p.m. on 05.10.2023. Bids received after the specified time and date shall not be accepted.
14.	Opening of bids (a) technical bid/ Financial bid	Board room of RSGSM, 3 rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari, Jaipur- 302004 at 03.30 PM on 05.10.2023
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LOA).

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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) Department, Secretariat, Jaipur. Second: Secretary, Finance (Budget).

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 there of Details of the bidding firm/company are as below:

Name of Firm/Company/Individual : _____

Office Address (with pin code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- Mail ID : _____

Mobile : _____

Website if any : _____

Statuary Details

GSTIN : _____

PAN : _____

Bid Fee DD/BC No. & Amount : _____

Bid Security DD/BC No. & Amount : _____

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Details of Bank Account of the Bidder

Bank Name and branch address : _____

Bank Account No : _____

Bank IFSC/MICR Code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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

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

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Terms and Conditions

Important Instruction: - The Law relating to procurement "The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, 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. Rajasthan State Ganganagar Sugar Mills Ltd. (RSGSM) requires tally software with cloud services at head office (Jaipur) and invites offline bids for same.
2. Estimated value of bid is 04.61 lakhs.
3. Specification & scope of work:
 - a) Renewal
 - i) Tally software annual license renewal.
 - ii) Windows cloud server services renewal.
 - b) Updation
 - i) The tally license need to be updated after the renewal of the license.
 - ii) Cloud server need to restart after renewal of cloud services.
 - c) Upgrade version of tally Prime
 - d) Required 36 users of Tally Prime software
 - e) Tally prime will be run on cloud with dedicated windows server
 - f) Tally TVU licenses for 36 users
 - g) Others services related to Tally Prime software
 - h) Important dates:
 - i. The due date of cloud services renewal is 10-10-2023.
 - ii. The expiry date of cloud services renewal is 18-10-2023.
 - iii. The expiry date of tally software license renewal is 31-10-2023.
 - iv. On 20-10-2023 cloud services system will be down automatically.
4. **Delivery Period** – Delivery should be done within 5 days of issuing of purchase order. If there will be any technical fault arises at the time of delivery of services on RSGSM side then RSGSM may relax the above mentioned period for delivery of services on valid reasons with the competent approval of General Manager.
5. **Bid security**- The bid security shall be taken @2% (₹ 9220) of the bid value of the bid for which bidder have to submit Demand Draft in the name of RSGSM Ltd., payable at Jaipur.
6. **Cancellation:** 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.
7. **Payment:** 100% payment shall be made from Head Office against verified bills and satisfactory report from Audit/ Accounts sections.
8. No counter condition shall be accepted.
9. If there is any contradiction in provision of general terms and conditions and that of special terms & conditions, then provision of special terms & conditions shall prevail. In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder during pre-bid or before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any

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conditions/quoted price or inclusion of any document etc after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.

10. 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

11. Technical bid shall be submitted with below mention documents :-

(a) Bid Document duly filled and signed.

(b) D. D. of Bid Document fee/Bid security.

(c) Attested copy of documents mentioned in Technical Bid Check List duly filled by the bidder.

12. Bid should be submitted in Two Separate Envelope (Part-I Superscripted as "Technical Bid" and Part-II Superscripted as "Financial Bid")

13. 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.

14. Supplier should quoted rates inclusive of GST and all other taxes as applicable.

15. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.

16. The bidder should sign and submit Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid and undertaking on Rs. 100/- non judicial stamp paper duly notarized as per annexure B. In absence of this bid shall not be considered.

17. Guidelines issued by Ministry of Electronics & information Tech., Government of India will be part of this bid document. Complete guidelines can be viewed on url https://www.meity.gov.in/writereaddata/files/Guidelines_Procurement_Cloud%20Services_v2.2.pdf.

18. Following points are applicable and will be part of bid document and agreement as per Rajasthan E-Governance IT and ITes Policy 2015.

a) **Maintaining Confidentiality:** Confidentiality of information is mandated by IT laws (IT Amendment Act 2008) followed by GoR. Different classes of information warrant different degrees of confidentiality. The hardware and software components that constitute the IT assets represent a sizable monetary investment that must be protected. The same is true for the information stored in its IT systems, some of which may have taken huge resources to generate, and some of which can never be reproduced.

b) **Integrity & Availability:** The integrity and availability of information, whether acquired, provided or created must be ensured at all times.

c) **Safeguarding Critical Information:** Critical information like audit reports, budgets, sensitive and confidential information is protected from unauthorized access, use, disclosure, modification and disposal, whether intentional or unintentional.

d) **Awareness among officers and officials** officers and officials, third party users are made aware of the information security policy.

The Data and Information Security ensures that the officers and officials, contractors, consultants and vendors who have access to GOR information and associated Information assets understand their security responsibilities that are required to maintain the protection of critical information and the controls that are required to protect the information assets from human error, theft, fraud and/or their misuse are implemented.

All officers and officials, contractors, consultants and vendors who have access to GOR information and associated IT assets are required to understand and practice their responsibilities for the comprehensive protection of the information assets. Failure to adhere to information security

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responsibilities may entail appropriate disciplinary action as per Rajasthan Service Rules, Government of Rajasthan.

e) The objectives of this Policy are to:

- i) Ensure that the officers and officials, contractors, consultants and vendors understand their roles and responsibilities regarding information security.
- ii) Reduce the risks of human error, theft, fraud or misuse of the information assets.
- iii) Ensure that employees are aware of information security threats and concerns.
- iv) Minimize the damage from the security incidents and malfunctions and learn from such incidents.

Adequate protection shall be provided to information systems and facilities against the unauthorized physical access and environmental threats. Appropriate security controls shall be implemented to maintain the security and adequacy of the information systems and equipment.

f) Compliance with Legal Requirement

i) Identification of Applicable Laws

it is the responsibility of ISO (Information Security Officer) to maintain a list of all relevant statutory, regulatory and contractual requirements with the help of Information SeM in guidance of ACISO (Circulated by ACISO)

ii) Intellectual Property Rights

- 1) All Software and application used in Government offices shall be purchased and issued in accordance with the license agreements.
- 2) All employees shall abide by the Copyright laws detailed by the software vendor
- 3) Awareness campaigns shall be organized for employees regarding IPR
- 4) Software shall be used for official purpose only
- 5) Officers and Officials shall not be allowed to carry Personal Information Processing equipment or CD writers, USB drives, etc. without obtaining prior approval from ISM.

iii) Protection of Government Records

- 1) Important records like accounting and financial records, payroll and other employee related records shall be protected from loss or destruction.
- 2) Retention period shall be defined for various types of records as per rules and regulations and shall be destroyed in a safe and secure manner on completion of their retention period.
- 3) Extra Protection shall be taken to store the records required to meet legal requirements.

iv) Data Protection and Privacy of Personal Information

- 1) Personal information of employees/users shall be kept safe and confidential.
- 2) Relevant Legal laws, Acts and regulations shall be followed for handling personal information.
- 3) Personal records shall be retained and stored as required by legislation.
- 4) The review period and review rights of personal records shall be defined by ISO.
- 5) Backup of personal records shall be ensured.

v) Prevention of misuse of Information Processing Facilities :

- 1) Users shall be prevented from accessing information, information systems and/ or facilities for unauthorized purposes through implementing appropriate access controls.
- 2) Any usage of information system other than for official purposes shall be considered as improper use of the facilities and may lead to disciplinary action against user.

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- g) Appropriate security controls shall be implemented to exchange the Govt. department information or software assets with third parties. The security controls shall include technical controls and contract/agreements signed with the third parties. The relevant information asset owners/ISM/ISO shall be responsible for ensuring that such information assets are exchanged only after signing appropriate agreements.

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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 it has any doubt about the meaning of any term, condition or specifications etc. it should refer to officer in charge and get clarification. The decision of the company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as secretary, manager, partner, director, etc. The authorized signatory shall will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST act, where its business is located, may not be eligible for bid. The GST registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, its bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. distillery/ warehouses of reduction centers.
6. The bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The bidder should sign and upload bid form at the end of each page as token of his acceptance of all the terms and conditions of the bid.
8. **Bid Security -**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan it shall be 0.5% 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.
 - iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
 - v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid for thirty days beyond the original or extended validity period of the bid.

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- 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 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 5 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 1 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

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before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

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

10. Execution of agreement-

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

11. Bid shall be valid

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

12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from

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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 within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion may allow extension of time subject to recovery from the bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the bidder has failed to supply for the period of delay as stated below:-
 - a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
 - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
 - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

Notes :

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10%.
- (c) When the successful bidder is unable to complete the order/contract within the specified or extended period, the company shall be entitled to accept supply from the open market without giving any notice to the bidder but at his risk and cost i.e. bidder's account and risk the goods or any part thereof which the bidder has failed 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.

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- (d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
16. In the event of breach of the contract at any time on the part of the contractor/ supplier, the contract may be terminated summarily by the Director In charge of the company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. In case of any dispute arising out of any matter related to the bid / contract / agreement, the matter will be referred to sole arbitrator appointed from RSGSM empanelled arbitrators shall be done mutually agreed by both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
19. If the bidder resiles from his offer or offers new terms after opening of the bid, its bid security is liable to be forfeited with 18% GST.
20. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
- (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - (ii) the financial bid containing financial aspects including the price.
23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable shall be opened and evaluated.

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CHECK LIST (TECHNICAL BID)

To be filled by the bidder

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

1.	Name of the Bidder Firm		
2.	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		
3.	Office Address, Phone No, Fax No, Email		
4.	Proprietorship Firm/ Partnership Firm/ Registered Company (Enclose Copy of relevant Documents)		
5.	GSTIN (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)		
6.	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
7.	Bid Security (As Mentioned)		
8.	Affidavit as per annexure "B" (On Rs. 100/- non judicial stamp Paper duly Notarized)		

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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 No of

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

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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 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-** 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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SR FORM-17

AGREEMENT (See Rule 68)

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

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

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5. The delivery shall be effected and completed within the period noted below from the date of supply order:-
- a) w.e.f. date of execution of agreement i.e. to up to one year i.e.
6. (1)(i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-

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

Note :

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of202.....

Signature of the approved supplier.

Date:
Witness No. 1

Witness No. 2

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

Dy. General Manager (Purchase)

Date:
Witness No. 1

Witness No. 2

Rajasthan State Ganganagar Sugar Mills Ltd.

Part II

FINANCIAL BID

SCHEDULE OF RATES/ OFFER BY BIDDER

(Enclose Separately from Technical Bid)

Tender Inviting Authority	: Dy. General Manager (Purchase), RSGSM Ltd.
Name of Work/Item	: Supply of Tally Software With Cloud Services
Bid No.	: RSGSM/TALLY/OCB/2023-24/Pur/30
Bidder Name	:

Sl. No.	Descriptions of items	Rate Rs.	GST in Rs.	Total amount including all charges	Total amount in words
1	Tally Software With Cloud Services for 36 users for one year				
2	Tally Software renewal subscription				
	Total				

FINANCIAL BID (BOQ)

(Total amount In words.....)