

**Rajasthan State Ganganagar Sugar Mills Limited**  
4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road,  
JAIPUR - 302006 –RAJASTHAN  
**Tel No. 0141-2740841 E-mail : purchasersgsm@gmail.com**

## **Notice Inviting E-Tender**

**RATE CONTRACT FOR PROCUREMENT OF NEW GLASS BOTTLES  
(750 ML OF SPECIAL DESIGN) FOR FILLING OF LIQUEUR  
(Year 2018-19)**

Single Stage

Two Part Bid

Part I

**TECHNICAL BID**

(To be submitted duly filled along with the Tender)

**NIB. NO. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136 Date 20.02.2018**

<b>Download of Tender Form</b>	<b>: Till 22.03.2018 Up To 6.00 PM</b>
<b>Last Date/ Time of upload of the Tender</b>	<b>: Till 22.03.2018 up to 6.00 PM</b>
<b>Date and time of opening of the Tender</b>	<b>: On 23.03.2018 at 11.00 AM</b>
<b>Date and time of opening of the Financial Bid</b>	<b>: To be intimated through eproc automated messaging system</b>
<b>Price of Tender Documents</b>	<b>: Rs. 1180/- including GST</b>
<b>Price of E- Tendering process fee</b>	<b>: Rs. 1000/-</b>

**Rajasthan State Ganganagar Sugar Mills Limited**  
4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006  
FAX No. 0141-2740676 website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

**NOTICE INVITING BIDS**

**NIB. NO. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136 Date 20.02.2018**

1. Single stage two part online unconditional bids are invited for the procurement of 750ML GLASS BOTTLE (750 ML) from Manufacturer on F.O.R. basis at Reduction Centers of Rajasthan State Ganganagar Sugar Mills Limited Up to 6.00 PM of 22.03.2018 as listed below :-

SN	Name of Article	Type	Quantity	Amount of Bid Security (In Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	GLASS BOTTLE (750 ML)	"Annexure H" "Annexure I" "Annexure J" "Annexure K"	36000 62000 26000 32000	2% of Estimated Value	90 days	Jhotwara

2. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered etc.
3. Bidding Document can be seen at website [www.rajexcise.gov.in](http://www.rajexcise.gov.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) Bid form may be seen and download from website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) . The price of Bidding Document may be paid along with user charges/processing fee before at the time of submission of the Bid.
4. Instructions for submission of Technical/Financial Bid
- a) As mentioned on Technical Bid checklist evaluation criteria by Bidder should be submitted online only. Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of deposit through Demand Draft/ Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference to NIB and warning as: "BID FOR NIB. NO. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136 for 750ML GLASS BOTTLE (750 ML) NOT TO BE OPENED BEFORE 23.03.2018 at 10.00 AM" so as to reach the office of the DGM Purchase RSGSM up to 6.00 PM of 22.03.2018 by post or by hand at the office of the DGM Purchase RSGSM.
- b) As per required by the Bidder, training may be given by DOIT, Yojna Bhawan. Bidder may contact: E-Procurement cell, Ist Floor, Yojna Bhawan, Jaipur. Help Desk Phone-0141-4022688, Email- [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) , Website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in)
- c) Bid form & handwritten rates would not be accepted manually.
- d) Please read carefully the steps of submitting Bid online.
5. Bids received after the specified time and date shall not be accepted
6. The Bids shall be opened in the office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 11.00 AM on 23.03.2018 in the presence of the Bidders or their representatives who wish to be present.
7. RSGSM Management reserves the right to reject any Bid without assigning any reason thereof.
8. The Bidders shall have to submit a valid GST clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
9. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason there of.
10. E-Bid form can be downloaded from the website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) Bid shall be accepted only online (e-procurement). D. D. for E-Bidding process fee Rs. 1000/- in favour of M. D. RISL Jaipur. Bid form Rs. 1180/- including GST & BID SECURITY

drawn in favour of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur before Submission time of Bid. Bid without appropriate BID SECURITY shall not be accepted. The Technical Bid & Financial Bid shall be uploaded separately. Financial Bid of Bidder who qualifies in technical bid would only be downloaded later on, the date to be intimated by RSGSM. This Bid shall be processed through e-procurement portal of Govt. of Rajasthan

**NIB. NO. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136 Date 20.02.2018**

**Dy. General Manager (Purchase)**

# **Rajasthan State Ganganagar Sugar Mills Limited**

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

Fax. No. 0141-2740676 Website : [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

## **E-BID NOTICE**

E Bids are invited from Manufacturers of New Glass Bottle (750 ML) up to 6.00 PM of 22.03.2018. Details may be seen in the Bidding Document on our website [www.rajexcise.gov.in](http://www.rajexcise.gov.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in). Bid form may be seen and downloaded from website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). This Bid shall be processed through e-procurement portal of Govt. of Rajasthan.

NIB. NO. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136 Date 20.02.2018

**Dy. General Manager (Purchase)**

<b>INTRODUCTION</b>		
1.	The number of the Invitation to Bid is	NIB No. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136
2.	The Procuring Entity is	Rajasthan State Ganganagar Sugar Mills Limited
3.	The Goods to be procured are	<b>750 ML GLASS BOTTLE (750 ML)</b>
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	For <b>clarification purposes</b> only, the Procuring Entity's address is	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email ID : purchasersgsm@gmail.com
6.	The Pre-Bid conference	Yes 28.02.2018 At 11.00 AM
7.	The language of the Bid is	English & Hindi
8.	The bidder shall submit with its Bid	Mentioned at Technical Bid Check list
9.	The Bid validity period shall be	90 days from the dead line for submission of Bids
10	Bid Security	(a) Bid Security/Bid Security Declaration shall be required (b) The amount of Bid Security shall be 2% of Estimated value Bid Security Declaration if required & Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, reached Head office, Jaipur up to 6.00 PM on 22.03.2018
11	Authorization	Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.
12	Downloading of Bids	Up to 6.00 pm on 22.03.2018 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> (Electronic submission of Bid is mandatory)
13	Submission of Bids	Up to 6.00 PM on 22.03.2018 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>
14	Opening of Bids a) Technical Bid  b) Financial Bid	At 11.00 AM on 23.03.2018 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> (Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006) To be intimated through eproc automated messaging system

15. Quantity can be divided among more than one Bidders.

16. The period within which the contract agreement is to be executed is 15 days from the date of issue of purchase order and performance security is to be submitted at time of agreement (refer condition No. 13)

17. (a) The Designation and Address of

First Appellate Authority -- Board of Directors, RSGSM Ltd., Jaipur

(b) The Designation and Address of Second Appellate Authority -- Add. Chief Secretary, Finance Department, Sectt. Jaipur

I/ We \_\_\_\_\_ (Name of the person) in the capacity of \_\_\_\_\_ (Designation) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agree to abide by all the 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 : \_\_\_\_\_

Office Address (with pin code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

Factory Address (with pin code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

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

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

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

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

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

E- Mail ID : \_\_\_\_\_

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

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

**Statutory Details**

GST Number : \_\_\_\_\_

Income Tax PAN : \_\_\_\_\_

Central Excise Registration No. : \_\_\_\_\_

Bid Security DD/BC No. & Amount : \_\_\_\_\_

Name of Banker : \_\_\_\_\_

RTGS/NEFT : \_\_\_\_\_

A/c No of the bidder. : \_\_\_\_\_

Signature

**Signature of Bidder with seal**

Name of Signatory (IN BLOCK LETTERS) \_\_\_\_\_

Designation \_\_\_\_\_

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

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

**(Please fill all details and attach sheets wherever necessary and strike out whichever is not applicable)**

**Rajasthan State Ganganagar Sugar Mills Limited**  
**4<sup>th</sup> Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur – 302 006 (Rajasthan)**

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

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	1180/- including GST	Demand Draft	RSGSM Ltd. Jaipur
2	Bid Security	2% of Estimated Value	Demand Draft	RSGSM Ltd. Jaipur
3	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	Demand Draft	Managing Director, RISL, Jaipur

उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक 22.03.2018 को सांय 6.00 बजे तक जमा कराना आवश्यक है।

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



# Rajasthan Stage Ganganagar Sugar Mills Limited

4<sup>th</sup> Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur – 302006

## Special Terms and Conditions for Bid of GLASS BOTTLE (750 ML)

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

1. Supplier should be a Manufacturer for which he will have to produce a Certificate from Director of Industries or any authority nominated for this purpose. The RSGSM Limited is at liberty to carry out sudden inspection of the Factory/Works of the Bidder / Supplier before opening financial bid or during the supply contract, without prior intimation. If the factory is found un functional, his Purchase Order shall be cancelled and BID SECURITY /Security Deposit + 18% GST forfeited. In the case of manufacturer/Bidder who has submitted the provisional certificate of competent authority, the Bidder shall have to give written proof about the manufacturing activities of the firm.
2. **Material :** The Bottle shall be manufactured by Automatic plant and made of clear glass. It shall have a smooth surface without cracks, sharp edges or broken bubbles and shall be free from cords, blisters and stones. The bottles shall be well formed with a uniform distribution of glass all over, avoiding any wedge bottom.
3. **Annealing:-** The bottles should not contain strains more than the standard recommended in IS: 1662-1974 as amended time to time.

**a) Shape & Dimension : As per the drawings of 750 ML capacity attached on annexure H, I, J and K with the tender form.**

Type & Specification	Quantity
"Annexure H"	36000
"Annexure I"	62000
"Annexure J"	26000
"Annexure K"	32000

**b) Limit of Alkalinity:- As recommended in IS:1662-1974 as amended time to time.**

**c) Thermal Shock Resistance:- As recommended in IS:1662-1974 as amended time to time.**

4. **Quantity: -** The quantity 156000 mentioned in the Bid notice is approximate and tentative, it is subject to variation as per Rajasthan Government directives and policies. The management reserves the right to change the specification, size, design and quantity anytime during the contract.
5. **Estimated Value of Tender :** Total estimated value of tender is approx. Rs. 20.28 lakhs (1.56 lacs 750 ML Glass Bottle @ estimated rate of Rs. 13.00 per piece of bottle ).
6. **Period: -** The Tender is invited for 1 year from the date of issue of purchase order by RSGSM. Which may be extended for three months as per provision of RTPP Rules, 2013.
7. **Variation in quantity:** Variation up to  $\pm 1\%$  shall be allowed in Total Quantity to be supplied for the purpose of completion of the Supply Order.

8. Marking:-

- a) The Glass Bottle shall also be embossed patent No. 272889.
9. Mode of Packing: - The bottles of 750 ML capacity are to be packed properly in such a way that they will not break during loading, transportation & unloading.
10. RATE : Single Rate should be quoted on the basis of per Bottle on F.O.R. basis for our warehouses viz. Jhotwara (Jaipur) separately in Financial Bid. This rate quoted shall remain firm during currency of the supply contract and no escalation will be allowed.
11. The rate will be offered on the basis of parallel rate contract provisions of General Financial & Accounts Rules of Rajasthan State Government.
12. Bid security.- The total estimated value of tender is approx Rs. 20.28 Lacs . Bid security shall be 2% of the estimated value of offered quantity (multiply by estimated value) . In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft.

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

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

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

कुल निविदा मात्रा अनुसार रुपये 20.28 लाख धनराशि का आकलन किया गया है। अनुमानित कीमत के आधार पर ऑफर मात्रा मूल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण निविदा मात्रा पर अमानत राशि रुपये 40560/- बनती है। निविदादाता द्वारा ऑफर मात्रा के मूल्य की 2 प्रतिशत अथवा निविदा शर्तों में वर्णित अनुसार अमानत राशि (Bid Security) जमा कराई जानी है।

स्पष्ट किया जाता है कि निविदादाता द्वारा निविदा की विशेष शर्त संख्या 13 अनुसार अमानत राशि (Bid Security) जमा कराई जावे। उक्तानुसार जमा अमानत राशि के आधार पर निविदा के ऑन-लाईन स्वीकार नहीं होने की स्थिति में अमानत राशि के कॉलम में रुपये 40560/- वर्णित करें तथा उक्तानुसार गणना करते हुये निविदा शर्तों में वर्णित अनुसार वास्तविक अमानत राशि का डी.डी./ बैंकर्स चैक की स्केन प्रति निविदा प्रपत्र के साथ संलग्न करें।

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 Deposit 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.
13. Performance security- The amount of Performance Security Deposit shall be 5% of the amount of supply order In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. Performance Security Deposit shall be furnished within 15 days from the date of issue of purchase order in any one of the following forms-
- (a) Bank Draft or Banker's Cheque of a scheduled bank;
  - (b) Amount more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. 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. No adjustment of any previous balance against BID SECURITY will be allowed.
14. Payment: 100% payment shall be made by Head Office through cheque/RTGS/DD at parties cost on receipt of verified bills regarding quantity and quality by our respective warehouse test report from Jhotwara / Authorised lab and dispatched note along with receipt note. While verifying the bills, respective reduction center, shall invariably report the size. Payment shall be made for the quantity actual received at our warehouse taking into consideration. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.
15. Testing: The 10 Bottles shall be taken on random basis out of consignment. If supplier representative is not available within three days on receipt of consignment, the Company shall have right to draw the necessary sample and have the same tested. In this case the supplier shall not claim any benefit, etc due to absence. Each lot shall be taken by Reduction center Office in the presence of Supplier's representative. The samples of Bottles shall be got tested from RSGSM Laboratory/other authorized lab for all parameters I.e shape capacity, height, weight and neck finish etc. The test report of New Glass Bottles received from Laboratory and report received from Concerned Reduction Center. In case any dispute arises, Purchase Committee shall decide. The decision of purchase committee will be final.
16. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item at Reduction Center or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected Glass Bottles can be deform (विकृत करना) and same may be given to supplier. If the supplier would not taken the rejected goods within 15 days then company is free to destroyed the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
17. The Glass bottles shall be clean, free from pin holes, particles of foreign matter and un dispersed raw material. Certificate to this effect shall have to be furnished by the manufacturer with each run taken by them.

18. Calculation of LD: If supplies are taken at more than one place during one supply schedule then total supplies received at various places during the period of supply schedule shall be considered for calculating Liquidated Damages.
19. Technical bid must be uploaded separately & Financial Bid (Offered quantity & rate) shall be uploaded separately.
20. The Financial Bid of Bidder who qualifies in Technical Bid will be opened later on the date to be intimated by eproc automated message system.
21. Bidder should enclose certified copy of all the required document as per checklist enclosed with Bid form.
22. Bidder should enclose certificate specifying categories of his industry MSME viz. micro, small, medium etc.
23. In case of loss of production due to non supply of New Glass Bottles the actual loss accountable against such idle manpower shall be recovered from such supplier.
24. The supplier shall have to strictly adhere to timely supply schedule. In case of non maintaining supply as per monthly schedule and shortage of material and material, may be procured from any source at any point of time at the risk and cost of the supplier under clause 20 {Note (iii) of General conditions of Bid and Contract}
25. Cancellation: In case RSGSM do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.
26. Management reserves the right to reject the Bid of suppliers whose report have been found unsatisfactory any time during the supply contract or Bidders who have been Debarred for any reason anytime during the supply contract. Any manufacturer found manufacturing illicit New Glass Bottles of RSGSM print is liable for legal action by the Company.
27. Management reserves the right to give Bidders applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the Bid conditions the Bidder shall be given further orders.
28. SSI Unit:- The Bidder would necessarily enclose copy of permanent registration as MSME unit from the competent authority. If required or for any concession
29. Supplier should be a manufacturing company.
30. Any duty, taxes etc. paid at the time of purchase shall be refunded to us in the event of the same being held to be not payable.
31. Bidder shall ensure the standard weight of the Glass Bottles as per the given specifications.
32. No counter condition shall be accepted.
33. Inspection: The RSGSM Ltd. will carry out sudden inspection of the Factory/ Works of the Bidder before opening financial bid or during the supply contract without prior intimation. If the factory is found un-functional or the details of the Plant & Machinery if found otherwise than as mentioned in the Bid his BID SECURITY / Security deposit shall be forfeited 18% GST.
34. The supply schedule for quantities shall be given from time to time as per requirement.
35. Bidder shall have to provide an affidavit clearly stating that New Glass Bottles being supplied to RSGSM shall not be provided to any Company/person/etc. If at any stage it is found that such New Glass Bottles have been given to anybody other than RSGSM the supplier shall be charged for breach of contract and shall be liable for penalty as provided by law.

36. The Bidder should offer full quantity. Offered quantity less than desired then bid quantity shall not be considered and the Bid shall be liable for rejection.
37. BID SHALL BE VALID
  - a) 90 days from the dead line for submission of Bids
  - b) After a Bid has been accepted, the rate shall remain valid through out the contract Period or for the period for which Bids are invited whichever is higher.
38. After testing of sample if it is found that sample does not conform the specifications given in tender document at more than three occasions under this contract, in that case Security Deposit will be forfeited + 18% GST and contract will invariably be terminated without any hearing or giving notice
39. 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 Management 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 fax shall not be entertained.
40. 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.
41. Execution of agreement.- The bidder shall execute the agreement on a no judicial stamp of specified value at its cost.
42. Repeat Order - The limits of repeat order shall be upto 50% of quantity as per same rate and terms condition the value of goods as well as of the original contract.
43. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
44. Digitally signed Scand copy of Bid documents, DD of Rs. 1180/- of Bid document, DD of Rs. 1000/- for E-Biding 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).
45. 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
46. Bid shall be uploaded with below mention documents :-
  - (a) Scanned duly signed and sealed copy of Bid Document with all supporting documents

(b) Scanned copy of D.D. of BID SECURITY , Processing fees, Bid form fee

47. Income Tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.
48. In case of any deviation in special terms and conditions from general terms & conditions, then the special terms and conditions shall prevail upon.
49. Penalty: Penalty for unsupplied quantity against supply schedules shall be 10% + 18% GST of total value of unsupplied quantity.
50. If any supplier fails to supply as per given supply schedule in consequent three months period without any satisfactory reason, then agreement could be terminated and his security amount will be forfeited with 18% GST.

# **Rajasthan State Ganganagar Sugar Mills Limited**

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

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any terms, conditions or specifications etc. he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Tender should be filled with ink. Tender filled by pencil or otherwise shall not be considered. No addition and alteration should be made in the tender, no over writings should be done. Corrections, if any should be done clearly and should be initialed.
3. Bid must be submitted in properly sealed envelope according to the directions given in the tender notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of tender and name of bidder.
4. Bidders are hereby explicitly warned that Individuals signing the tender must specify as follows :-
  - a) Whether signing as "sole proprietor of the firm?"
  - b) Whether signing as registered active partner of the firm?
  - c) Whether signing for the firm on the basis of power of attorney?
  - d) In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the tender if a copy has not already been sent to the company.
5. Only such Bidders who are Manufacturer into the goods for which they tender shall be eligible.
6. Manufacturer, who is not registered under the GST Act, prevalent in the State where his business is located, may not be eligible for Tender. The GST Registration numbers should invariably be quoted.
7. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
9. (a) Rates quoted must be inclusive of all charges and taxes except Central/Rajasthan GST which shall be added at the prevailing rates. The Bidder should however indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F.O.R. Distillery/ Warehouses.  
(b) Any increases in any other tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in the any other tax after the due date of tender will be paid less to the party
10. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
11. The Bidder should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid. An affidavit on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document.
12. The tender must be accompanied by a Bid Security equivalent to 2% ( 0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the estimated value of the items tendered or the supply to be made by him, without which the tender shall not be considered. The bid security should be deposited by the bidder in one of the following forms only.  
Bank Draft / Pay Order of any Scheduled Bank in favour of 'Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.

### **NOTE:**

1. The rates should be uploaded separately in Online-tender

- (E-procurement) and DD should be in a separate sealed cover.
2. The Bid Security will be refunded to unsuccessful Bidder after final acceptance of the tender whereas in case of successful Bidder, it will be treated as part of the Performance Security Deposit.
  13. No request for adjustment of outstanding claim of any kind against the company towards BID SECURITY/Performance Security will be entertained, and failure to deposit the BID SECURITY in full amount will always result in cancellation of tender.
  14. Successful Bidders will have to deposit security money or an amount equal to 5% (1% in case of SSI/Cottage Industries of Rajasthan registered with Industries Department) of the actual value of the articles by way of DD/Pay order in favour of the Rajasthan State Ganganagar Sugar Mills Ltd. within 15 days or any other specified period from the date of issue of purchase order. The purchase order duly accepted & signed by the Bidder shall be an agreement for supply. The security money will be refunded within six weeks after the expiry of the rates after completion of the contract. No interest will be paid by the Company on the security money. If a Bidder fails to deposit the required security within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and will result in the forfeiture of the Bid Security in part or in full at the discretion of the Director In-charge for reason to be recorded.
  15. TENDER SHALL BE VALID
    - (a) 90 days from the dead line for submission of Bids.
    - (b) After a tender has been accepted, the rate shall remain valid throughout the contract Period or for the period for which tenders are invited whichever is higher.
  16. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
  17. The tenders should be submitted along with samples, if required.
  18. Repeat Order - The limits of repeat order shall be upto 50% of quantity as per same rate and terms condition the value of goods as well as of the original contract.
  19. The time specified for supply of item shall be deemed to be the essence of the contract and the successful Bidder shall arrange supply/work within that period on receipt of work/supply order from the Company
  20.
    - (i) If the contractor fails to execute the order/contract within the period specified in the tender, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
    - (ii) If the Bidder fails to execute the order/contract within the period specified in the tender, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
      - a) Delay up to one fourth period of the prescribed delivery period – 2.5% +18% 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 :**

- i. Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.



- ii. The maximum amount of liquidated damages shall be 10% +18% GST.
- iii. When the successful Bidder is unable to complete the order/contract within the specified or extended period, the Company shall be entitled to accept supply 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.
- iv. 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.
- v. 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.
- 21. When the Performance security in full or in part is proposed to be forfeited + 18% GST, a notice will be given to the bidder to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
- 22. 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.
- 23. The Mode of payment shall be according to special conditions of contract enclosed herewith. Normally, 100% payment is released after acceptance of supply and on receipt of verified bills at Head Office.
- 24. Remittance charges on payment made to firms except through cheque will be borne by the supplier unless specifically agreed by the Company.
- 25. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
- 26. Direct or indirect canvassing on the part or bidders or their representatives will disqualify them.
- 27. In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
- 28.
  - (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
  - (ii) If the bidder resiles from his offer or offers new terms after opening of the tender, his earnest money (Bid Security) is liable to be forfeited + 18% GST.
  - (iii) The submission of more than one tender and under different names is prohibited.
  - (iv) Any relationship or business connection that may exist between bidder and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to the Company.
- 29. Specifications (if any) of the items for which tenders are invited are enclosed with this document.

## **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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**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 (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.

**Annexure 'E'**

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

**Manufacturer's Authorisation**

**NIB. No. RSGSM/ 750 ML GLASS BOTTLE/OCB/2017-18/PUR/136** Date 20.02.2018

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

**WHEREAS**

We, who are official manufacturers of New Glass Bottles having factories at \_\_\_\_\_ do hereby authorise \_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide New Glass Bottles, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Date \_\_\_\_\_

(Shall be submitted along with the Bid Security)



**Technical Bid Submission Sheet****Nib. No. RSGSM/ 750 ML GLASS BOTTLE/OCB/2017-18/PUR/136** Date 20.02.2018

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 New Glass Bottles.
- 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 Deposit in the amount of 5% of the Contract Price or Performance Security Deposit Declaration for the due performance of the Contract.
- d. Our firm, for any part of the Contract, have nationalities from the eligible countries
- e. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- f. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the State Government or the Procuring Entity.
- g. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

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

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

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

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

Date \_\_\_\_\_

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

( Shall be submitted along with the Bid Security )

## RATE CONTRACT AGREEMENT

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2018 between **Rajasthan State Ganganagar Sugar Mills Limited** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as 'RSGSM') –

### FIRST PARTY

AND

M/s \_\_\_\_\_ having its office \_\_\_\_\_  
(Hereinafter referred to as the eligible '**Bidder**') on the terms and conditions set forth hereunder:

### SECOND

### PARTY

The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.

2. That the duration of this contract shall be one year from \_\_\_\_\_ to \_\_\_\_\_ RSGSM reserves the right to increase the quantity up to 50% on same rate, terms & conditions & further extend the duration up to \_\_\_\_\_ as per requirement of RSGSM. Supply schedule may be issued in aforesaid period.
3. That the Bid form as submitted by the Bidder and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the Bid and that of the Purchase Order.
4. The conditions of the Bid and contract for open Bid enclosed to the NIB. NO. RSGSM/750 ML GLASS BOTTLE/OCB/2017-18/PUR/136 Date 20.02.2018 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
5. Purchases Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the RSGSM and appended to this agreement shall also form part of this agreement.
6. **Payment:** 100% payment shall be made by Head Office through cheque/RTGS/DD at parties cost on receipt of verified bills regarding quantity and quality by our respective warehouse test report from Jhotwara / Authorised lab and dispatched note along with receipt note. While verifying the bills, respective units, shall invariably report the size. Payment shall be made for the quantity actual received at our warehouse taking into consideration. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.
7. The Bidder shall be responsible for proper dispatches as to avoid damage in transportation and deliver material in good condition to all the respective reduction centers/units. In the event of any loss, damages, breakages or any shortages found by the checking / inspecting staff at the reduction center/unit the same shall be debited to the Bid.
8. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the Bidder in such an event.
9. The Bidder shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the respective reduction centre/units as per orders placed to them.
10. (i) Should The contractor fail to execute the order/contract within the period specified in the Bid form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesid have risen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the manufacturer or similar reasons which the Director In charge may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.

(ii) Should the Bidder fail to execute the order/contract within the period specified in the Bid Form/ Supply Schedule. The Director In charge may at his discretion allow extension of time, subject to recovery from the Bidder as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below :-

- (a) Delay upto on fourth period of the prescribed delivery Period. 2 ½% + 18% GST
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. 5% + 18% GST
- (c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period. 7 ½% + 18% GST
- (d) Delay exceeding three fourth of the prescribed delivery period. 10 % + 18% GST

Notes:

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

(ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST

(iii) When the successful Bidder is unable to complete the order/contract within the the specified or extended period the company shall be entitled to accept supply and get the work done from the open market without notice to the Bidder, but at his risk and cost i.e. Bidder's Account and risk. The goods or any part thereof which the Bidder has failed to supply or if not available, the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sum accruing to the Bidder under this or any other contract with the company. If recovery is not possible from the bills and the contractor fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.

- 11. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item at Unit/ RC or any place even after the final payment. If qualities of supplied goods are not found up to the mark, **rejected Glass Bottles** can be deform /Deshape and same may be given to supplier. If the supplier would not taken the rejected goods within 15 days then company is free to destroyed the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
- 12. Arbitration Clause. : In case of any dispute arising in contract, 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.
- 13. The venue of the arbitration shall be Jaipur only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be JAIPUR only.
- 14. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. \_\_\_\_\_  
Authorized Signatory  
Witness

Dy. General Manager (Purchase)  
RSGSM, Jaipur  
Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

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

**TECHNICAL BID CHECK LIST**

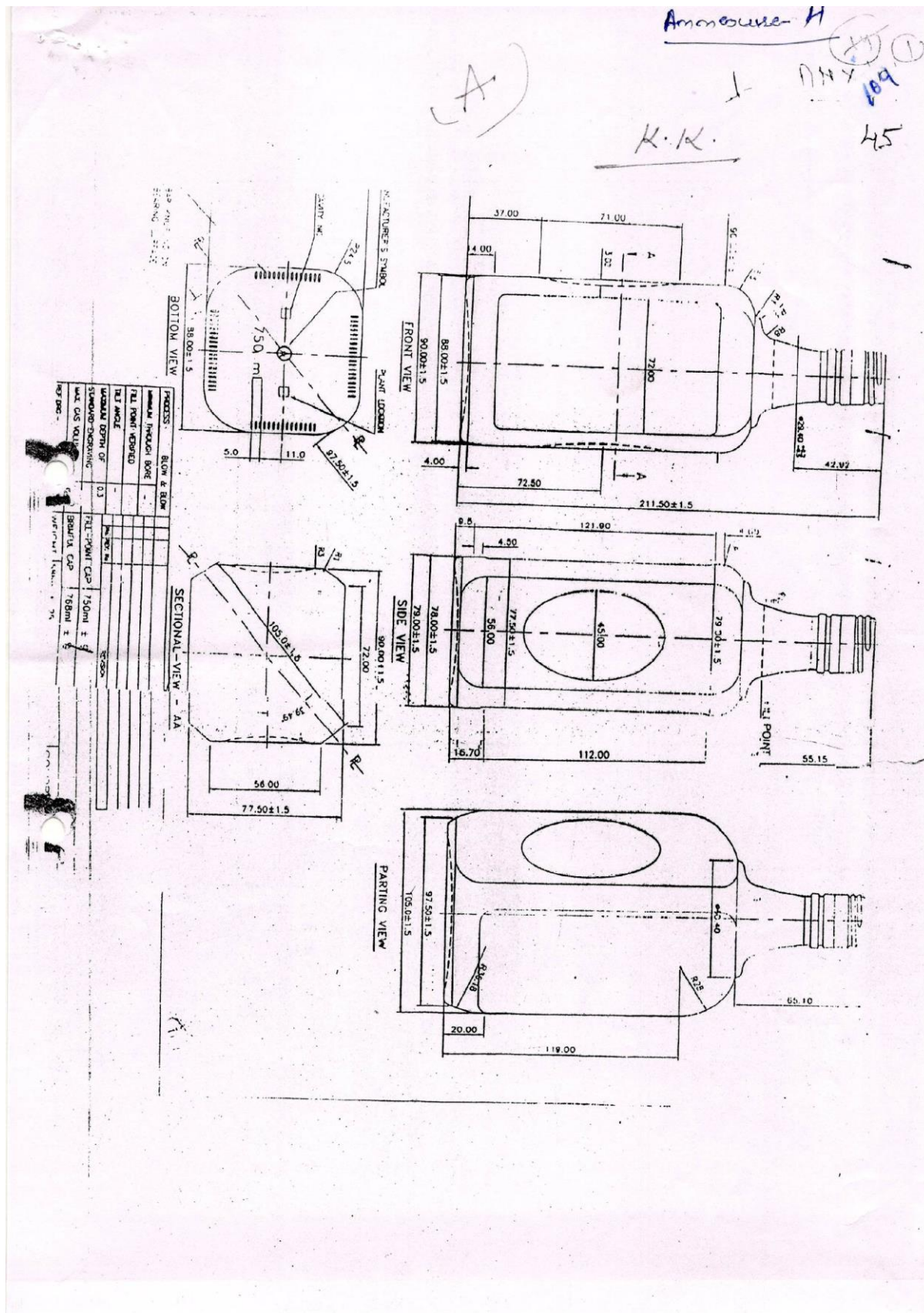
( Information to be provided along with the Bid Documents & requisite BID SECURITY without Bid security the Bid shall not be considered for evaluation)

SN	Particulars	Details to be filled
1	<b>Name of the Manufacturer Firm</b>	
2	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/ Memorandum of Articles and Association etc.)	
3	<b>Manufacturer</b> (Enclose copy of Factory License)	
4	<b>Whether Registered with the Industries Department</b> (Enclose Copy of Permanent MSME Unit Certificate or equivalent)	
5	<b>Factory owned or taken on lease</b> (Copy of Ownership / Lease Deed registered/Rent Agreement with competent authority)	
6	<b>Power Connection</b> (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or	
7	<b>Registration Of GST</b> (Enclose Copy of Certificates and GST)	
8	<b>GST clearance certificate from the concerning commercial taxes officer</b> (Enclose latest copy of last quarter of Certificate year 2017-18)	
9	<b>Latest GST challan</b> (Enclose Payment copy of latest GST Challan)	
10	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)	
11	<b>BID SECURITY Submitted as per offered quantity</b> (Mention Details)	
12	<b>Affidavit as per general terms and condition 11</b> (On Rs 100/- non judicial stamp Paper duly Notarized)	
13	<b>List of Plant and Machinery Installed</b> (Enclose copy of relevant Invoices)	
14	<b>Production Capacity:-</b> <b>a. Of unit</b> <b>b. Capacity supply to goods for present tender</b> <b>(Minimum and Maximum Per Month and Per</b> <b>Year) should also be mention.</b> (Provide Evidence whether as per the minimum	

	requirement of Tender conditions)	
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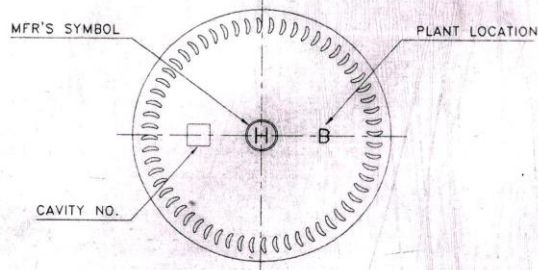
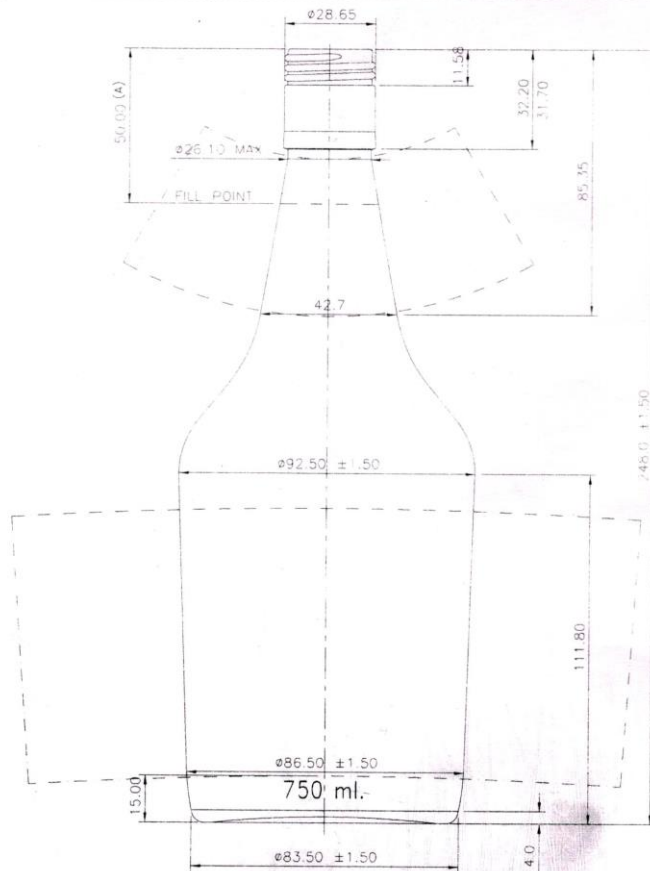
**Please Note:**

1. All the Copies Submitted should be duly attested/Certified by a Gazetted Officer/Notary public / Oath Commissioner/Self Attested )
2. If required documents not submitted then mention the reason of non submission of documents.





(Contessa Rum Bottle) — ANNEXURE - I



✓ ok

ALL DIMENSIONS ARE IN MILLIMETERS									
PROCESS	B&B								
MINIMUM THROUGH BORE	-								
FILL POINT VERIFIED	NO (A)	1.			FILL POINT ADDED	12.12.06			
TILT ANGLE	-	REV. NO.	REF. NO.		REVISION	DATE	CHK.		
MAX. DEPTH OF STD. ENGRAVING	0.4	FILL-POINT		750.0 ML ± 7.0 ML (A)					
MAX. GAS VOLUMES	-	BRIMFUL CAP.		--- ML. ± --- ML.					
REF DRG No : CD-4507		WEIGHT		455.0 GMS ± 18.0 GMS					
MOULD EQUIPMENT ORDERED BY	FINISH			30 MM. EXTRA DEEP					
PLANT	B			SURFACE TREATMENT	NO	COM. CODE NO. : 42708			
							TITLE : 750 ML CONTESSA RUM BOTTLE		
							CUSTOMER :		
							CHECKED:		
							APPROVED:		
							DRAWN : VIMLESH DATE: 27.10.05 COLOUR : FLINT SHEET : A3S		
							SCALE 1:1 DRAWING No. : 42708 REV. (A)		



~~16~~      32  
 47      102

Technical drawing of a mechanical part, likely a nozzle or pipe fitting, showing a cross-section with various dimensions and tolerances. The drawing includes a central vertical axis and a horizontal section line. Dimensions are given in inches and fractions, with tolerances indicated by plus and minus signs. Key dimensions include: top flange diameter 3.42 ± 0.10, main body diameter 10.35 ± 0.15, and base diameter 10.25 ± 0.15. The drawing is labeled 'R34' and 'R35'.

C.H.  
~~R.R.~~ 25 J.R.

