

# **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

**4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -06**

**Tel. No.: 0141-2740841 Fax: 0141-2740676**

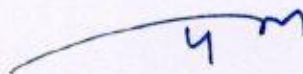
**Email: dgmpurchase.rsgsm@rajasthan.gov.in**

## **SHORT NOTICE INVITING LIMITED BID**

**NIB No. RSGSM/CBRML/2020-21/ Pur/07**

**Date 28.05.2020**

Limited bids for the procurement of Corrugated Boxes for RML Glass Nips 180 ml as specifications given in special condition of this document are invited from the bidders who can immediately supply subject matter of procurement. The proposal should reach this office in sealed envelope by 29.05.2020 by 1.00 pm and the bids will be opened on same day i.e. 29.05.2020 at 4.00 pm. The item is schedule item and is reserved for micro and small industries situated in Rajasthan.



**DY. General Manager (Purchase)**

### **Copy To:**

1. PS to GM, HO, RSGSM, Jaipur.
2. FA, HO, RSGSM, Jaipur.
3. DGM (P&S), HO, RSGSM, Jaipur.
4. Consultant (Mkt), HO, RSGSM, Jaipur.
5. Manager (Accounts), HO, RSGSM, Jaipur.

# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## Bidder Details:

Name of Firm/Company/Individual : \_\_\_\_\_

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

: \_\_\_\_\_

: \_\_\_\_\_

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

: \_\_\_\_\_

: \_\_\_\_\_

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

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

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

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

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

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

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

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

## Statuary Details

GSTN : \_\_\_\_\_

PAN : \_\_\_\_\_

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: \_\_\_\_\_

Page | 2

Signature of Bidder With Seal



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## Special Terms & Conditions

Specifications and Special Terms & Conditions of procurement are as detailed below :-

1. **Approximate Quantity:** - The approximate and tentative quantity of subject matter of procurement is 21,000 boxes @ ₹ 14.00 + GST per Box, subject to variation as per Rajasthan Government directives and policies as below:

SN	Name of Reduction Center
i)	Jhotwara (Jaipur)
ii)	Hanumangarh
iii)	Kota
iv)	Bikaner
v)	Ajmer
vi)	Jodhpur

2. **Specification:** Corrugated Boxes required to pack 48 pieces in one box will be required with the following details:-

- Size: 440 mm X 340 mm X 160 mm (L x W x H)
- Bottom Plate (L X W) : 430 mm X 330 mm
- Weight of carton including single bottom plate : 285 + 45 gm
- Bursting Strength: Minimum 3.8 Kg./sq cm
- The Boxes should be made of 3 ply of minimum 120 / 100 / 100 gsm each by using semi craft paper.

Note: The box will be printed in single colour on all the 04 sides as per design and colour to be informed by RSGSML.

3. **Delivery Period:** Entire quantity of this bid should be delivered within 2 days from the date of purchase order.

4. The supplier shall have to ensure proper quality as per specification of Corrugated boxes (Carton) supplied. In case of testing of Corrugated Boxes, if Bursting Strength / GSM are found below permissible limits, the deduction shall be made from the bills in following manner:-

(01)	Variation up to 2.5% in weight of box with plate on lower side	@5% + 18% GST
(02)	Variation up to 2.5% in minimum Bursting Strength (Box)	@5% + 18% GST
(03)	Variation in minimum Bursting Strength (Plate)	@2.5% + 18% GST
(04)	Print and name of manufacturer on box not up to the mark	@2.5% + 18% GST

If variation in any of the parameters of weight and/or Bursting Strength is found more than the permissible limit of 2.5% on lower side, the supply shall be liable to be rejected at the risk & cost of supplier.

**Note:** - The Bursting Strength & Weight of Corrugated Boxes are co-related, so deduction shall be made on one parameter only, which is on higher side.

However, in case of certain exigency, if the material of below specification (beyond permissible limits) is consumed with the permission of Head Office, DIC shall have power to decide deduction as well as quantum of penalty on account of supply of substandard material.

5. **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 / Authorized lab and dispatched note along with receipt note. While verifying the bills, respective reduction centers, shall invariably report the size. Payment shall be made for the quantity actual received at our warehouse taking into consideration.



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

6. **RATE** : Single Rate per box F.O.R. reduction centers should be quoted in financial bid separately in proforma schedule of rate enclosed to the bid document.
7. Liquidated Damages:

- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the Bidder fails to execute the order/contract within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
- a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
  - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
  - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
  - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

## Notes :

- 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%.
- 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.



## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

- 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 bidder.
8. *Financial Evaluation: - The item rate (Excluding Tax) per box shall be taken into consideration for determination of L1.*
9. Corrugated box is a reserved item for procurement only from micro and small enterprises situated in Rajasthan.
10. The proposal with BOQ (Annexure A) should be reach this office in sealed envelope by stipulated time mentioned in NIB.
11. The provisions of RTPP Act, 2012 and Rules, 2013 should be applicable on this procurement.



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

ANNEXURE "A"

## SCHEDULE OF RATES/ OFFER BY BIDDER

Financial Bid

Part II

Should be submitted in sealed envelope

<b>Bid Inviting Authority:</b> Dy. General Manager (Purchase), RSGSM Ltd.
<b>Name of Work/Item:</b> Supply of Corrugated Boxes For RML Glass Nips 180 ml
<b>Bid No.:</b> RSGSM/CBRML/2020-21/ Pur/07
<b>Bidder Name:</b>

Sl. NO	Item Description	Basic Rate Per Box Including Freight, unloading charges etc but excluding tax (in Rs.)	GST Per Box (in Rs.)	Total Rate including GST F.O.R. warehouses of RSGSM given in Spl. Con. 1 in Rs.
1	Corrugated Box RML Glass Nips 180 ml			
Total in Words:				



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

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

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

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

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

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



## **Annexure B : Declaration by the Bidder regarding Qualifications**

### **Declaration by the Bidder**

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice 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:  
Place:

Signature of bidder  
Name :  
Designation:  
Address:



## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

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



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

**(6) Fee for filing appeal**

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

**(7) Procedure for disposal of appeal**

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



**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



## **Annexure D: Additional Conditions of Contract**

### **Annexure D : Additional Conditions of Contract**

#### **1. Correction of arithmetical errors**

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

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

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

#### **2. Procuring Entity's Right to Vary Quantities**

- i. At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- ii. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- iii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% 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.