

Rajasthan State Ganganagar Sugar Mills Limited

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

JAIPUR - 302006 –RAJASTHAN

Tel. 0141-2740841 website: <http://rajexcise.gov.in/>

Notice Inviting e-Bid

***CAMC of Hickvision based CCTV Camera's at Sugar Factory,
Sriganganagar***

**Two Part Online Bid
(Single Stage)**

Part I

TECHNICAL BID

(To be submitted duly filled and signed along with the Bid)

NIB. NO. RSGSM/CCTV/RC/2022-23/ ITCell/35

Date 10.11.2022

The Pre-Bid Meeting	:	On 14.11.2022at 11.00 AM
Bid Submission Start Date And Time	:	From 14.11.2022at 03.00 PM
Last Date/ Time of Download of Tender Form	:	Till 21.11.2022upto 11.00 AM
Last Date/ Time of upload of the Bid	:	Till 21.11. 2022upto 11.00 AM
Date and time of opening of the Bid	:	On 21.11.2022at 3.30 PM
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system
Price of Tender Documents	:	Rs. 2360/- including GST
Price of E- Tendering process fee	:	Rs. 1000/-

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 Email ID : dgmpurchase.rsgsm@rajasthan.gov.in

NOTICE INVITING BIDS

NIB No. RSGSM/CCTV/SFSGNR/2022-23/ITCell/35

Date 10.11.2022

1. Two part online unconditional bids are invited for the CAMC of CCTV Surveillance Cameras with accessories installed at Sugar Factory, Sriganganagar of Rajasthan State Ganganagar Sugar Mills Limited up to 11.00 AM by 21.11.2022 as listed below:-

Sr. No.	Name of Service	Qty of CCTV System	Total Estimated Amount (with GST)	Validity period of Bids	Bid Security (%)
1	<i>CAMC of Hickvision based CCTV Camera's with accessories at Sugar Factory, Sriganganagar for three years</i>	(Details given below) Make : Hickvision (Model: 2016 year)	Rs. 1022000/-	90 days	2%

List of equipments/ items to be maintained under CAMC:-

S. No	DESCRIPTION	Total quantity
1	Full HD 2 Mega Pixel Veri-Focal IR Bullet Camera	26
2	2MP Full HD IP Fixed IR Bullet Camera	26
3	2MP Full HD IP PTZ Camera. Supply with Fixing of Mount and 24V AC Power Supply for IP PTZ Camera.	06
4	Rack mounted 32 channel Network Video Recorder with pre fitted/ inbuilt total 6 nos. of 4TB Surveillance Hard Disk for each NVR <u>with web based NVR Software through which recording and online view of IP CCTV cameras can be viewed through web based on Desktop or LAN at Sugar Factory, Sriganganagar</u>	02
5	48" (Inch) Full HD LED Monitor / TV with HDMI Port and Cable	02
6	Point-to-point radio link supports up to 100+ Mbps real TCP/IP throughput. Works on minimum 5.8 GHz frequency, support 10/100/1000 Ethernet Port, minimum Wind Survivability 180 km/h, operating temperature -40 to 70° C	06
7	24 port 10/100/1000 mbps (gigabit) with 24 port PoE switch compatible and complete with accessories etc. as required	02
8	17U floor standing Rack to fix switch, and NVR, complete with Fan, tray, power distribution unit and locking provision.	01
9	8 port 10/100/1000 mbps (gigabit) with 8 port PoE switch complete with accessories etc. as required.	10
10	Online UPS 01 KVA with sealed	02
11	Maintenance of Cat-6 Ethernet cable in conduit from switch to switch or camera complete with connectors	2000 mtr.

2. Bidding Document can be seen at website <http://www.excise.rajasthan.gov.in> <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website <http://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.
3. **ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-**
- क. बिड में भाग लेने वाले बिडर को इन्टरनेट वेबसाइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडदाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख. बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग. इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैनकॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- घ. कोई भी बिड इलेक्ट्रॉनिकी फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
- ङ. बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑनलाईन दर्ज करें।
- च. ऑनलाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।
- छ. बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्यूरमेंट सेल हेल्प डेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज. बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ. बिड शुल्क रु. 2360 मय जीएसटी, बोली प्रतिभूति राशि(RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 1000 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड प्रपत्र / चैक-लिस्ट के अनुसार एनेक्शचर-बी (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से आई.टी. अनुभाग, आरएसजीएसएम, सहकार भवन में जमा कराना होगा, जिसके अभाव में तकनीकी बिड खोला जाना संभव नहीं हो सकेगा। अन्य कोई भी दस्तावेज ऑफ लाइन स्वीकार नहीं किये जावेंगे।
- ञ. बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को अयोग्य घोषित किया जा सकेगा।

ACP (Dy. Director)

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**Regd. Office: 4th FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006

CIN:U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID : dgmpurchase.rsgsm@rajasthan.gov.in

NIB No. RSGSM/CCTV/SFSGNR/2022-23/ITCell/35**Date 10.11.2022****NOTICE INVITING BID**

Bids for CAMC of CCTV Camera installed at Sugar Factory, Srigangangar invited from service providers. Interested bidders may submit their bids up to 11.00 a.m. of 21.11.2022. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://excise.rajasthan.gov.in> , departmental website.

UBN:

ACP (Dy. Director)

<u>Instructions to bidders:</u>		
1.	NIB No.	NIB No. RSGSM/CCTV CAMC/ITCELL/2022-23/35
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	CAMC of CCTV Cameras for three year & extendable as per RTPP Rules 2013
4.	(i) The price of the Bidding Document	Rs. 2360/- Including GST as the case may be by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	(ii) e - bid Processing Fees	Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For clarification purposes only)	ACP(Dy. Director), IT CELL 3 rd Floor, Nehru Sahkar Bhawan Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740475 Email ID : dgmit.rsgsm@rajasthan.gov.in & itcell.rsgsm@rajasthan.gov.in
6.	The Pre-Bid Meeting	On 14.11.2022 at 11.00 AM
7.	The language of the Bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As Detailed in Technical Bid Check list
9.	Bid validity period	90 days from the opening of technical bids.
10.	Bid Security	Bid Security @2% shall be required and should reach at Head office, Jaipur upto 11.00 AM on 21.11.2022
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm
12.	Downloading of Bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 11.00 AM on 21.11.2022
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 11.00 AM on 21.11.2022. Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.

14.	Opening of Bids (a) Technical Bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.30 PM on 21.11.2022(on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(Financial Bid)	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of Agreement	Within 15 days from the date of issue of letter of acceptance (LOA).
16.	Work Performance Security	2.5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.
17.	<i>Appellate Authority</i>	First: Joint Secretary, Finance (Excise) Second: Secretary, Finance (Budget) & Commissioner, Agriculture

I/ We _____ (*Name of the bidder*) in the capacity of (*Designation*) as bidder have read the instructions, NIB and all the terms and conditions of Bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof. Details of the bidding firm/company are as below:

Name of Firm/Company/Individual : _____

Office Address (with pin code) : _____

: _____

: _____

Factory Address (with pin code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- Mail ID : _____

Mobile : _____

Statuary Details

GSTIN : _____

PAN : _____

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

Bid Fee DD/BC No. & Amount : _____

Bid SecurityDeclaration : _____

Details of Bank Account of the Bidder

Bank Name and branch address : _____

Bank Account No : _____

Bank IFSC/MICR Code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date:_____

Place: _____

(Attach sheets wherever necessary and strike out whichever is not applicable)

Rajasthan Stage Ganganagar Sugar Mills Limited

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

Special Terms and Conditions

Important Instructions:- The Law relating to procurement "The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act/Rules and this Bidding Document, the provisions of the Act / Rules shall prevail.

1. The Comprehensive Annual Maintenance Contract (CAMC) valid for 03 year from the date of allotment of work order. CAMC includes all the items of CCTV system and their accessories including Radio Link, CAT-6, LAN, Switch, Patch Cord, I/O Box, Battery Backup, LED TV problem etc.
2. Entire CCTV system should work properly during the contract period.
3. Any failure/Faults/complaints of system should be repair within 72 working hours (other than electricity).
4. Visit/Maintenance will be held on quarterly basis and report duly signed by the Sugar Factory, Sriganganagar will be submitted in office.
5. RSGSM may ask for any help/training regarding CCTV system during CAMC period.
6. Successful bidder should provide training/ help to RSGSM Sugar factory staff if training is required by RSGSM staff.
7. Any equipment/ part/ machinery etc. item will be replaced of standard make with same make and model by the firm.
8. Preventive maintenance of all supplied/ already installed equipments:- Once in every quarter for entire duration of three year. The contract period may be extended upto 3 month, after receiving of satisfactory service report of bidder during contract period, as per RTTP Act 2013.
9. Repair / Replacement of faulty equipment:- Firm should repair/replacement the faulty equipment as and when requirement.
10. After completion of quarterly maintenance work, it should be reported to authorize person.
11. L-1 will be decided on minimum CAMC cost and necessary experience firm and procurement entity decision.
12. The bidder shall visit the sugar factory site prior to submission of bid for the purpose of understanding the CCTV setup, which is already working. Above expenditure should be borne by bidders.

13. Payment Terms:- The payment will be released on quarterly basis on submission of invoice after satisfactory completion of service & working of CCTV system is enclosed with certification of concern authority. Payment will be made on quarterly basis after submission of invoice with successfully working reports.
14. Bidder should have authorization certificate with HICKVISION, with confirmation to support bidder for providing spare parts & repairing of CCTV equipments for CAMC period, without this bid will not be considered.
15. Bidder should have ISO 9001:2015 Certificate. Certificate should be enclosed.
16. **Eligibility Criteria :-**
 - a. **Turnover :-** The bidder firm should have average annual turnover from IT/ITes of Rs. 5.00 lac and provide audited balance sheet for last three financial years i.e. 2019-20, 2020-21 & 2021-22. If the final accounts of 2021-22 are not prepared, the bidder firm may submit turnover of 2018-19 and attach CA Audited accounts/ Certificate of estimated turnover of year 2021-22.
 - b. **Experience :-** Bidder should have experience of similar SITC of IP based CCTV system in any Government organization of CAMC of similar setup in any Government organization/Department/PSU's in Rajasthan, without this bidder shall be rejected. Also provide at least detail of one government projects in CAMC of CCTV for minimum Rs. 5.00 lacs done in last 05 years.
17. Sublet of CAMC work to other vender is strictly prohibited.
18. Bidder should have valid GST certificate with registration in Rajasthan for fast services.
19. Bidder should provide/ maintain the IP based CCTV system in mobile view/ desktop view at Head office, RSGSM, Jaipur.
20. If bidder does not provide any document mentioned in Evaluation Criteria/ Checklist, shall be rejected.
21. Firm should not be blacklisted.
22. **Rate:** - Single Rate F.O.R. on Sugar Factory, Sriganganagar should be quoted in financial bid (Online). GST amount should be shown separately, if GST will not be shown separately, it will be assumed that the given rate is including GST.
23. **Technical Evaluation:** - The bids will be technically be evaluated first. The Bidder will have to provide complete Profile of the Company/ organization including audited balance sheets details of Plant & Machinery, Capacity utilization, supply and other details as per requirement of checklist (Technical Bid). Technical evaluation also evaluated on eligibility criteria.
24. **Estimated Value of Bid:** Total estimated value of bid is approx. Rs. 10.22 lakhs including GST.
25. **Period**-The period of rate contract shall be three year and that may be extended on same price, terms and conditions for a period not exceeding 3 months.
26. **Risk and cost:-** The service provider shall have to adhere strictly to supply schedule. In case of not maintaining the CAMC as per schedule then CAMC may be procured from any source at any time on the risk and cost of the supplier.

27. If any service provider fails to make CAMC as per schedule inconsequent three months period without any satisfactory reason, then agreement could be terminated and his security amount will be forfeited with 18% GST.
28. Bidder will provide the uninterrupted support during Cane Season (Sugar Factory run's 24 x 7 during Cane Season) for CCTC Cameras and accessories. If required, rooms will be provided to technical team member of the bidder, during the Cane Season on the availability of rooms in the colony of Sugar Factory, Sriganaganagar, to get the immediate solution of technical issues related to CCTV Cameras with accessories. No other charges will be paid to the bidder (TA, DA, etc.)
29. Management reserves the right to reject the bid of bidders whose report have been found unsatisfactory any time during the contract or Bidders, its affiliates and associates, who have been debarred for any reason anytime during the supply contract for any item..
30. **If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail.** In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc.after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
31. **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.
32. Please read carefully and comply :-
 - Annexure A:** Compliance with the Code of Integrity and No. Conflict of Interest
 - Annexure B:** Declaration by Bidders
 - Annexure C:** Grievance Redressal during Procurement Process
 - Annexure D:** Additional Conditions of Contract
33. Technical bid shall be uploaded with documents as mentioned below :-
 - (a) Scanned copy of Bid Document
 - (b) Scanned copy of D.D. of Bid Security, Processing fees, Bid form fee
 - (c) Attested copy of documents mentioned in Technical Bid Check List
34. No counter condition shall be accepted.

Rajasthan State Ganganagar Sugar Mills Limited
GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. Sugar Factory, Sriganganagar of RSGSM.
6. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The Bidder should Sign and upload Bid Form at the end of each page as token of his acceptance of all the terms and conditions. In absence of this bid shall not be considered.
8. **Bid security-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as

- specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- ii. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
 - iii. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
 - iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
 - v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
 - vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
 - vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
 - viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
 - ix. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and

- e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. **Performance security-**

- a) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Amendment) Rules, 2020 to 31.03.2023, the performance security shall be taken as under: -
 - (a) 2.5%, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and 5% of the amount of work order, in case of procurement of works;
 - (b) 0.5% of the amount of quantity ordered for supply of goods, in case of Small-Scale Industries of Rajasthan; and
 - (c) 1% of the amount of supply order, in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR).]

d) Performance security amount more than Rs.10.00 Lac shall be furnished in any one of the following forms-

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

10. **Execution of agreement-**

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

11. Bid shall be valid

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

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

Comprehensive Annual Maintenance Services and operations

- a) Comprehensive Annual Maintenance Services (C.A.M.C.) will be provided by the successful bidder.
- b) Bidders shall ensure 99% uptime and shall be responsible for the complete maintenance and support for all the items supplied, day-to-day operations and management.
- c) This involves comprehensive maintenance, troubleshooting and repair of all CCTV cameras and hardware covered under the contract, including replacement of parts, modules, sub-modules, assemblies, sub-assemblies, spares etc. as may be required to make the system operational.
- d) This will include all kind of breakdown maintenance and preventive maintenance.
- e) The breakdown could be for any reason. The hardware supplied by the vender shall be under comprehensive on-site warranty of One year from the installation.
- f) The services to be offered as part of Comprehensive Annual Maintenance Services are as under:-
 - a. The Bidder will provide on-site maintenance for infrastructure that shall be supplied and installed under this tender during warranty and C.A.M.C. period.
 - b. Scope of points in this section is towards all items supplied, installed, tested, integrated and commissioned by the Bidder as part of this bid. Bidder has to ensure that all these equipments integrate and function as per the requirements of RSGSM.
 - c. Overall maintenance of equipments/ items available for CCTV Cameras.
 - d. Performance Tuning and ensuring resilient performance of the equipments supplied.
 - e. Checking network status and taking remedial action in case of problems.
 - f. Resolving issues with RSGSM installations.

15. Preventive Maintenance Services :- This activity shall be carried out at least once in every quarter in addition to the normal maintenance required and sub activities are detailed as below :-

- a. Check for loose contacts in the cables & connections.
- b. Extract the log reports, study, draw logical conclusions, do fixes and then submit the final report to RSGSM.
- c. Conduct preventive maintenance (including inspection, testing, satisfactory execution of diagnostic and necessary repairing of the equipment)
- d. Cleaning and removal of dust and dirt from the interior and exterior of the equipment.

16. Penalty Clause :-

- a. Firm shall provide preventive maintenance on quarterly basis on the fixed days.
- b. Firm shall attend and rectify the complaint calls within 72 hours. Complaint calls could be made using any of the following modes of communication – phone/ fax/ letter/ E-mail/ website or in person. Firm shall provide a complaint number and approximate time for attending the call.
- c. Firm shall ensure minimum uptime 99% Firm shall provide a standby system of similar configuration when the fault is not rectifiable within 4 working days or machine is to taken out of site for any such repair.
- d. All the spares and replaced item (covered under CAMC) shall be of the best quality, to the specification, trade mark laid down for them and in strict accordance with the approved standard samples. The supplies shall be of the very best quality and description obtainable in India. The decision of the accepting authority shall be final

as to the quality of the spares and shall be binding upon the Firm and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expense or loss caused to the firm as a result of rejection or replacement of spares shall be entirely at the account of the Firm.

- e. In case spares other than of the approved quality, make or size are supplied they shall be rejected and will have to be replaced within a reasonable time by the Firm without extra cost. If due to exigencies of public work or public interest such replacement is not possible, the prices of such articles will be reduced suitably. The prices fixed by the intending officer shall be final.
- f. The concerning officer will provide all proper power source and other environmental conditions as felt necessary for equipment, however it is Firms responsibility to ensure that the conditions are to their satisfaction before executing the contract.
- g. Firm shall record its recommendations on customer call/service slip as well as in maintenance register. Similarly concerning officer in-charge shall also record his remarks both on customer call/service slip and maintenance register. The two records should be signed by the respective representatives.
- h. The contract of maintenance can be repudiated at any time if the maintenance is not done of the satisfaction of the intending officer.
- i. When the firm is unable to provide the maintenance service within the specified period, the intending officer shall be entitled to get the maintenance services from elsewhere without noticed to the firm, but on his(i.e. firm) account and risk, the maintenance or any spare parts thereof which the Firm has failed to provide or if not available, the best and nearest available substitute thereof is to cancel the contract, and the Firm shall be liable for any, loss or damage which the intending officer may sustain by reason of such failure on the part of the Firm. But the Firm shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the Firm under this or any other contract with the Company. If recovery is not possible from the bill and the Firm fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force. While making the risk maintenance the intending officer may exercise his own discretion and if possible resort to limited tender system issuing short-term notice irrespective of the valuation of the work order. In all cases when orders are cancelled due to non maintenance of supply of spares these will be treated as a breach of contract and the intending officer shall take action accordingly.
- j. No advance payment shall be made. Payment shall be due and payable by the RSGSM, Head office on quarterly basis only when a certificate of satisfactory performance is recorded by the concerning officer after verifying the call reports.
- k. If the Firm fails to provide the maintenance services within the period specified, the intending officer may at his discretion, recover from the Firm as liquidated damages (LD) and not by way of penalty a sum equal to the following percentage of the amount as stated below:-
- l. Rs. 500 /- +GST per non working items like camera/NVR/Radio Link/ PoE Switch/ LED TV for failure in providing preventive maintenance on time.
- m. Rs. 1000/- +GST per day for delay in attending the calls for corrective maintenance as per time schedule specified or machine is down for more than 7 days (even if standby system is provided).
- n. All legal proceeding if necessary arises to institute may by any of the parties shall have to be lodged in courts situated in Jaipur (Rajasthan) and not elsewhere.

17. 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.
18. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
19. In case of any dispute arising out of any matter related to the bid / contract / agreement, the matter will be referred to sole arbitrator appointed from RSGSM empanelled arbitrators shall be done mutually agreed by both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
20. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
21. **Procuring entity's right to accept or reject any or all bids-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
22. 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.
23. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
 - (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - (ii) the financial bid containing financial aspects including the price.
24. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

CHECK LIST (TECHNICAL BID)

To be filled by the bidder

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

BIDDERS EVALUATION CRITERIA (CHECKLIST ENCLOSED)

S. No.	Necessary documents & Requirements	Compliance/ Mentioned (Details mention)	Certificate enclosed at page
01.	Firm Registration Number (Copy enclosed)		
02.	PAN No. (Copy enclosed)		
03.	GST No. (Copy enclosed)		
04.	Bid Security(@2%) (Rs.) enclosed (DD/Banker Cheque/ NEFT/ RTGS)		
05.	Copy of firms ISO Certificate 9001:2015 enclosed		
06.	Manufacturer's Authorization Certificate (On OEM Letter head) Annexure 'E'		
07.	Declaration by the bidder (Annexure-B)		
08.	Turnover: - The bidder firm should have average annual turnover from IT/ITes of Rs. 5.00 lac and provide audited balance sheet for last three financial years i.e. 2019-20, 2020-21 & 2021-22. If the final accounts of 2021-22 are not prepared, the bidder firm may submit turnover of 2018-19 and attach CA Audited accounts/ Certificate of estimated turnover of year 2021-22.		
09.	Experience: - Bidder should have experience of IP based CCTV system in any Government organization of CAMC of similar setup in any Government organization/ Department/PSU's in Rajasthan, without this bidder shall be rejected. Also provide at least detail of one government projects in CAMC of CCTV for minimum Rs. 5.00 lacs in last 05 years.		
10.	Declaration by the Bidder(Annexure -B) (To be submitted on non-judicial stamp paper of Rs. 100/-)		
11.	Self Declaration- No Blacklisting (Annexure-H)		

Place : _____

Date : _____

Rajasthan State Ganganagar Sugar Mills Ltd.

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 anticompetitive 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 the 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 proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder

(To be submitted on non-judicial stamp paper of Rs. 100/-)

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:

01. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
02. 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;
03. 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;
04. 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 qualification to enter into a procurement contract within a period of three year preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding.
05. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially effects fair competition.

Date :

Place:

Signature of bidder

Name

Designation

Address

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 have 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 endeavor to dispose of it 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 case

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 negotiation;
- (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 authorized 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 of 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 of 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 I above shall also be placed on the State public procurement portal.

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):** 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.

Manufacturer's Authorization Certificate (On OEM Letterhead)

NIB. NO. RSGSM/CCTV/SFSGMR/2022-23/ITCELL/35

Dated: 10.11.2022

To,
The ACP (Dy. Director)
RSGSM Ltd.
Jaipur.

WHEREAS

We, who are official service provider of CCTV CAMC for (Brand name: _____) having office at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide CAMC of CCTV Camera, 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 _____

AGREEMENT
(See Rule 68)

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

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

5. The delivery shall be effected and completed within the period noted below from the date of supply order:-

a) From to

6.

Penalty Clause :-

- o. Firm shall provide preventive maintenance on quarterly basis on the fixed days.
- p. Firm shall attend and rectify the complaint calls within 72 hours. Complaint calls could be made using any of the following modes of communication – phone/ fax/ letter/ E-mail/ website or in person. Firm shall provide a complaint number and approximate time for attending the call.
- q. Firm shall ensure minimum uptime 99% Firm shall provide a standby system of similar configuration when the fault is not rectifiable within 4 working days or machine is to taken out of site for any such repair.
- r. All the spares and replaced item (covered under CAMC) shall be of the best quality, to the specification, trade mark laid down for them and in strict accordance with the approved standard samples. The supplies shall be of the very best quality and description obtainable in India. The decision of the accepting authority shall be final as to the quality of the spares and shall be binding upon the Firm and in case any of the articles supplied not being approved and thus shall be liable to be rejected or replaced and any expense or loss caused to the firm as a result of rejection or replacement of spares shall be entirely at the account of the Firm.
- s. In case spares other than of the approved quality, make or size are supplied they shall be rejected and will have to be replaced within a reasonable time by the Firm without extra cost. If due to exigencies of public work or public interest such replacement is not possible, the prices of such articles will be reduced suitably. The prices fixed by the intending officer shall be final.
- t. The concerning officer will provide all proper power source and other environmental conditions as felt necessary for equipment, however it is Firms responsibility to ensure that the conditions are to their satisfaction before executing the contract.
- u. Firm shall record its recommendations on customer call/service slip as well as in maintenance register. Similarly concerning officer in-charge shall also record his remarks both on customer call/service slip and maintenance register. The two records should be signed by the respective representatives.
- v. The contract of maintenance can be repudiated at any time if the maintenance is not done of the satisfaction of the intending officer.
- w. When the firm is unable to provide the maintenance service within the specified period, the intending officer shall be entitled to get the maintenance services from elsewhere without noticed to the firm, but on his(i.e. firm) account and risk, the maintenance or any spare parts thereof which the Firm has failed to provide or if not available, the best and nearest available substitute thereof is to cancel the contract, and the Firm shall be liable for any, loss or damage which the intending officer may sustain by reason of such failure on the part of the Firm. But the Firm shall not be entitled to any gain on such maintenance service made against default. The recovery of such loss or damage shall be made from any sums occurring to the Firm under this or any other contract with the Company. If recovery is not possible from the bill and the Firm fails to pay the loss or damage within one month, the recovery shall be made under the Rajasthan Public Demands Recovery Act 1952 or any other law for the time being in force. While making the risk maintenance the intending officer may exercise

his own discretion and if possible resort to limited tender system issuing short-term notice irrespective of the valuation of the work order. In all cases when orders are cancelled due to non maintenance of supply of spares these will be treated as a breach of contract and the intending officer shall take action accordingly.

- x. No advance payment shall be made. Payment shall be due and payable by the RSGSM, Head office on quarterly basis only when a certificate of satisfactory performance is recorded by the concerning officer after verifying the call reports.
 - y. If the Firm fails to provide the maintenance services within the period specified, the intending officer may at his discretion, recover from the Firm as liquidated damages (LD) and not by way of penalty a sum equal to the following percentage of the amount as stated below:-
 - z. Rs. 500 /- +GST per non working items like camera/NVR/Radio Link/ PoE Switch/ LED TV for failure in providing preventive maintenance on time.
 - aa. Rs. 1000/- +GST per day for delay in attending the calls for corrective maintenance as per time schedule specified or machine is down for more than 7 days (even if standby system is provided).
7. All legal proceeding if necessary arises to institute may by any of the parties shall have to be lodged in courts situated in Jaipur (Rajasthan) and not elsewhere. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

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

**Signature of the
approved supplier.**

**Signature for and on behalf of Rajasthan
State Ganganagar Sugar Mills Ltd.**
ACP (Dy. Director), IT

Date:

Date:

Witness No. 1

Witness No. 1

Witness No.2

Witness No.2

Form B
Format of Affidavit
(See clause 11)

I.....S/o.....Aged.....Yrs.....
residing at..... Proprietor/Partner/Director/Authorized
Signatory of M/s..... do hereby solemnly affirm and
declare that:-

(a) My/Our above noted enterprises M/s.....has been issued
acknowledgement of Entrepreneurial Memorandum Part-II by the District Industries
entre..... The acknowledgement No. isdated..... and
has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
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- (i)
- (ii)
- (iii)
- (iv)
- (v)

(b) My/our above noted acknowledgement of Entrepreneurial Memorandum Party-II has not been
cancelled or withdrawn by the Industries Department and that the enterprise is regularly
manufacturing the above items.

(c) My/Our enterprise is having all the requisite plant and machinery and is fully equipped to
manufacture the above noted items.

Place_____

Signature of

Proprietor/Partner/Director/Authorized Signatory
with Rubber Stamp and date

SELF-DECLARATION – NO BLACKLISTING

To,
{Tendering Authority},

In response to the Tender/ NIB Ref. No. _____ dated _____ for
{Project Title}, as an Owner/ Partner/ Director of _____

I/ We hereby declare that presently our Company/ firm _____, at the
time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent
practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/
UT.

If this declaration is found to be incorrect then without prejudice to any other action that may be
taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -
Seal of the Organization: -

Date:
Place: