

# **Rajasthan State Ganganagar Sugar Mills Limited**

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

JAIPUR - 302006 –RAJASTHAN

Fax. No. 0141-2740676 website : [www.rsgsm.in](http://www.rsgsm.in)

## **Notice Inviting Bid**

**BID INVITED For Procurement of Old Bottles & Nips**

**(180 ML & 750 ML)**

**(Year 2014-15)**

**Two Part Bid (TECHNICAL BID)**

**NIB. NO. RSGSM/Old Glass Nips & Bottles/ Open Competitive Bid/2014-2015/  
Pur/046**

<b>Download of Tender Form</b>	<b>:</b>	<b>Till 03.07.2014 up to 2.00 pm</b>
<b>Last Date/ Time of upload of the Tender</b>	<b>:</b>	<b>Till 03.07.2014 up to 6.00 Pm</b>
<b>Date and time of opening of the Tender</b>	<b>:</b>	<b>On 04.07.2014 at 11.30 AM</b>
<b>Price of Tender Documents</b>	<b>:</b>	<b>Rs. 1000/-</b>
<b>Price of E- Tendering process fee</b>	<b>:</b>	<b>Rs. 1000/-</b>

## **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 : rsgsmlimited@yahoo.com

### **NOTICE INVITING BIDS**

NIB No. RSGSM/Old Glass Nips & Bottles/open Competitive Bid/2014-15/Pur/046 Date  
02.06.2014

1. Sealed Single Stage Two- envelopes unconditional Bids are invited for the procurement of Old Glass Nips & Bottles(180 ml & 750 ml) from Dealer/Kabari on F.O.R. basis at Reduction Centres of Rajasthan State Ganganagar Sugar Mills Limited. Up to 6.00 PM of 03.07.2014 as listed below :-

S.NO.	Name of Article	Specifications	Quantity in Lacs	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	Old Glass Nips & Bottles (180 ml & 750 ml)	Old, washed Nips & Old, washed Bottles	180 ML-1175.00 750 ML-05.00	2% of Offered Value	90 days	Annexure-E

2. **Price preference and/ or purchase preference as per Instructions to Bidders shall be admissible in evaluation and amount of contract.**
3. **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.**
4. Bidding Document can be seen at website [www.rsgsm.in/](http://www.rsgsm.in/) <http://sppp.raj.nic.in>  
Tender form may be seen and downloaded from website [eproc.rajasthan.gov.in](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.

5. **Instructions for submission of Technical Bid**

- a. As mentioned on Technical Bid check list 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 eGRAS/ 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/ Old Glass Nips & Bottles /open Competitive Bid/2014-15/Pur/046 for Old Glass Nips & Bottles 180 ml & 750 ml NOT TO BE OPENED BEFORE 04.07.2014 at 10.00AM" so as to reach the office of the DGM Purchase RSGSM upto 6.00 PM of 03.07.2014, by post or by hand or dropped in the Bid Box 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, 1st 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.
6. Bids received after the specified time and date shall not be accepted
7. The Bids shall be opened in the office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 11.30 AM on 04.07.2014 in the presence of the Bidders or their representatives who wish to be present.
8. RSGSM. Management reserves the right to reject any tender without assigning any reason thereof.
9. **The Bidders shall have to submit a valid VAT/ CST clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.**
10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason there of.

E-Tender form can be downloaded from the website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) Tender shall be accepted only online (e-procurement). D. D. for E-tendering process fee Rs. 1000/- in favour of M.D.RISL Jaipur. Tender form fee Rs. 1000/- & BID SECURITY (Bid Security) drawn in favour of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur before Submission time of Tender. Tender without appropriate BID SECURITY (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 tender shall be processed through e-procurement portal of Govt. of Rajasthan however in case of any failure in this process the conventional manual tender procedure shall be followed**

**NIB. NO. RSGSM/Old Glass Nips & Bottles/Open Competitive Bid/2014-2015/  
Pur/046 dated 02.06.2014**

H.O. / /02.06.2014

(Manoj Jain)  
Dy.General Manager(Purchase)

## **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 : rsgsmlimited@yahoo.com

### **E-TENDER NOTICE**

Sealed Bids are invited from Dealer/Kabari for procurement of Old Glass Nips & Bottles (180 ml & 750 ml) upto 6.00 PM of 03.07.2014 . Details may be seen in the Bidding Document on our website [www.rsgsm.in/](http://www.rsgsm.in/) <http://sppp.raj.nic.in> Tender form may be seen and downloaded from website <http://eproc.rajasthan.gov.in> This tender shall be processed through e-procurement portal of Govt. of Rajasthan however in case of any failure in this process the conventional manual tender procedure shall be followed.

**NIB. NO. RSGSM/Old Glass Nips & Bottles/Open Competitive Bid/2014-2015/ Pur/046  
dated 02.06.2014**

**H.O./48/PryasCreations/02.06.2014**

**(Manoj Jain)  
Dy.GeneralManager(Purchase)**

## **INTRODUCTION**

1.	The number of the Invitation to Bid is	: NIBNo.RSGSM/Old GlassNips & Bottles /open Competitive Bid/2014-15/Pur/046.
2.	The Procuring Entity is	: Rajasthan State Ganganagar Sugar Mills Ltd.
3.	The Goods to be procured are	: Old Glass Nips & Bottles (180 ml & 750 ml)
4.	(i) The price of the Bidding Document	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of ' <i>Rajasthan State Ganganagar sugar Mills Limited</i> ' Payable at Jaipur
.	(ii) e - tender Processing Fees	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of ' <i>Managing Director RISL, Jaipur</i> ' payable at Jaipur
5	For <b>clarification purposes</b> only, the Procuring Entity's address is	: Manoj Jain Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 email ID : rsgsmlimited@yahoo.com
6.	The Pre-Bid conference	: No
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 shall be required. (b) The amount of Bid Security shall be 2% of offered value. (refer bid condition no. 1) Bid Security Demand Draft/ Banker's Cheque in the name of ' <i>Rajasthan State Ganganagar sugar Mills Limited</i> ' payable at Jaipur, reached Head office, Jaipur upto 6.00 pm on 03.07.2014 .
11	Authorization	: Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.
12	Downloading of Bids	: Up to 2.00 pm on 03.07.2014 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	: Upto 6.00 pm on 03.07.2014 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>

14	Opening of Bids	: At 11.30 AM on 04.07.2014 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)
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15. Quantity Can be divided among more than one Bidders.

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

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 -- Principal 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 : \_\_\_\_\_

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

#### **Statutory Details**

Sales Tax Tin Number : \_\_\_\_\_

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

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

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

Name of Banker & RTGS No. : \_\_\_\_\_

Signature

Name of Signatory (IN BLOCK LETTERS)

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Designation

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

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

(Attach sheets where-ever 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	1000/-	डिमाण्ड ड्राफ्ट	RSGSM, Ltd. Jaipur
2	अमानत राशि	2% of offered Value	Demand Draft	RSGSM, Ltd. Jaipur
3	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur

उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक **03.07.2014**

**को सांय 6.00 बजे तक जमा कराना आवश्यक हैं।**

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।



**Important Instruction :-** The Law relating to procurement " The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.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. **बिड सिक्योरिटी :-** निविदा के साथ ऑफर मात्रा के मूल्य की 2 प्रतिशत बिड धरोहर राशि बैंक ड्राफ्ट/ बैंकर्स चेक/ बैंक गारन्टी (10 लाख रुपये से अधिक धन राशि बैंक गारन्टी द्वारा भी जमा करायी जा सकती है) जो राजस्थान स्टेट गंगानगर शुगर मिल्स लिमिटेड, जयपुर के पक्ष में देय हो जमा करानी होगी। 10 लाख रुपये से कम होने पर बैंक ड्राफ्ट/ बैंकर्स चेक ही मान्य होंगे। बिना अमानत राशि निविदा मान्य नहीं होगी। किसी भी निविदा को बिना कारण बताये अस्वीकार करने का अधिकार सुरक्षित है।

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:-

- (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.

कुल निविदा मात्रा अनुसार रुपये 21.50 करोड़ धनराशि का आकलन किया गया है। (विशेष शर्त संख्या 24) उक्त आधार पर ऑफर मात्रा मूल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण निविदा मात्रा पर अमानत राशि रुपये 43 लाख बनती है। निविदादाता द्वारा न्यूनतम एक यूनिट के मदिरालयो की आवश्यकतानुसार निविदा में वर्णित मात्रा ऑफर किया जाना आवश्यकत है। (शर्त संख्या 12 अनुसार)। निविदादाता द्वारा ऑफर मात्रा के मूल्य की 2 प्रतिशत अमानत राशि (Bid Security) निविदा शर्तों में वर्णित अनुसार जमा कराई जानी है।

स्पष्ट किया जाता है कि निविदादाता द्वारा उक्तानुसार अमानत राशि जमा कराई जावे। उक्तानुसार जमा अमानत राशि के आधार पर निविदा के ऑन-लाईन स्वीकार नही होने की स्थिति में अमानत राशि के कॉलम में रुपये 42.30 लाख रुपये वर्णित करें तथा उक्तानुसार गणना करते हुये निविदा शर्तों में वर्णित अनुसार वास्तविक अमानत राशि का डी.डी./बी.सी./ बैंक गारन्टी की स्कैन प्रति निविदा प्रपत्र के साथ संलग्न करें।

2. सफेद कॉच की, धुली हुई, साफ, समान नेक की, बिना लेबिल की पलैट/सेमी पलैट पक्वे 180 एम. एल. 25 एम.एम नेक व 750 एम.एल बोतल 28 एम.एम नेक के सप्लाई किये जाने हैं। कुल आदेशित मात्रा की  $3\% \pm$  सप्लाई स्वीकार की जावेगी।
3. राजस्थान स्टेट गंगानगर शुगर मिल्स लिमिटेड के संबंधित ग्रुप की सभी यूनिटों में स्थित मदिरालयों की एक समान (सिंगल) एफ.ओ.आर. दर अनलोडिंग सहित देनी होगी। दरें मदिरालय वाईज मान्य नहीं होगी (संबंधित ग्रुप की यूनिट वाईज मदिरालयों की सूची क्र.सं. 11 पर अंकित है)। बोतल एवं पक्वे को गिनती करवाकर, बिना टूटे हुये पक्वे गोदाम पर संभलवाने होंगे। अर्थात् किसी प्रकार की टूट फूट देय नहीं है।
4. राजस्थान के बाहर की पार्टियों द्वारा सेल्स टैक्स में एग्जैम्प्टेड (टैक्स में माफी) होने पर सप्लायर निविदादाता को निविदा के साथ प्रमाण पत्र संलग्न करना आवश्यक है एवं निविदा स्वीकार होने पर प्रत्येक कन्साईनमेन्ट के पुरानी बोतल एवं पक्वों के साथ राज्य के बाहर से आपूर्ति करने का प्रमाण पत्र संलग्न करना आवश्यक होगा।
5. **भुगतान:-** समस्त मदिरालयों पर गेट आवक रजिस्टर एवं गोदाम रिकार्ड में इन्द्राज कर बिल प्रमाणित किये जाकर अपने यूनिट अधिकारी को प्रेषित किये जायेंगे तथा यूनिट की कमेटी द्वारा आवश्यक इन्द्राज एवं प्रमाणित किया जाकर बिल मुख्यालय भिजवायें जावेंगे। बिलों की प्राप्ति के 07 दिवस में मुख्यालय द्वारा भुगतान किया जावेगा
6. राजस्थान स्टेट गंगानगर शुगर मिल्स लिमिटेड द्वारा आवश्यकता नहीं होने पर अथवा अन्य किसी भी कारण से आदेशित सम्पूर्ण मात्रा या आंशिक मात्रा के आदेश कभी भी निरस्त किये जा सकते हैं, जिसके लिए पार्टी का कोई क्लेम स्वीकार नहीं होगा।
7. क्रय आदेश के अन्तर्गत प्रथम सप्लाई शिडयूल जारी होने की दिनांक के 03 दिवस के भीतर गोदाम की आवश्यकतानुसार सप्लाई प्रारम्भ किया जाना आवश्यक है एवं प्रत्येक गोदाम पर अनुबन्ध अवधि के दौरान न्यूनतम 03 दिवस की मदिरा भराई की आवश्यकतानुसार बोतल एवं पक्वों का स्टॉक गोदाम में उपलब्ध कराया जाना आवश्यक है अन्यथा रिस्क एण्ड कॉस्ट पर स्थानीय बाजार से क्रय किया जा सकेगा।
8. कुल आवश्यकता की लगभग 95 प्रतिशत सप्लाई पक्वों की प्राप्ति की जाती है। अतः सप्लाई व्यवस्था सुगम एवं सुचारु बनाये रखने हेतु पक्वों के एल-1 निविदादाता को बोतल की एल-1 दर ऑफर की जाकर सहमति प्राप्त होने उपरान्त पक्वों के अतिरिक्त बोतल की सप्लाई हेतु भी आदेशित किया जा सकेगा।  
पक्वों के एल-1 निविदादाता से उक्त के क्रम में सहमति प्राप्त नहीं होने की स्थिति में बोतल के एल-1 निविदादाता को आदेशित किया जा सकेगा।
9. ग्लास पक्वों की सप्लाई हेतु आवश्यकता अनुसार शिडयुल जारी किया जावेगा लेकिन गोदामों की आवश्यकता अनुसार निर्देशों के तीन दिवस में सप्लाई नहीं पहुंचने पर भराई कार्य सुचारु रखने के लिए स्थानीय बाजार से आपकी रिस्क एण्ड कॉस्ट पर पक्वों की खरीद की जावेगी। निर्धारित दरों से अधिक दरों पर उक्त खरीद किये जाने पर अधिक भुगतान की धनराशि की वसूली आगामी बिल/जमा धरोहर राशि से की जावेगी।
10. आयकर एवं अन्य राजकीय कर की नियमानुसार कटौती की जायेगी।

11. राजस्थान स्टेट गंगानगर शुगर मिल्स के राजस्थान में स्थित यूनिट वाईज मदिरालयों के नाम क्रमश इस प्रकार से है :-

नाम यूनिट	नाम मदिरालय (यूनिट के अन्तर्गत)	नाम यूनिट	नाम मदिरालय (यूनिट के अन्तर्गत)
<b>जयपुर यूनिट</b>	झोटवाडा, जयपुर	<b>कोटा यूनिट</b>	कोटा
	सीकर		बांरा
	झून्झूतू		बून्दी सीटी
<b>अजमेर यूनिट</b>	अजमेर	<b>जोधपुर यूनिट</b>	जोधपुर (मण्डौर)
	भीलवाडा		रानी
<b>भरतपुर यूनिट</b>	भरतपुर		सिरोही
	अलवर	<b>उदयपुर यूनिट</b>	उदयपुर
	धौलपुर		चित्तौड़गढ़
	सवाईमाधोपुर	<b>श्रीगंगानगर यूनिट</b>	श्रीगंगानगर
			हनुमानगढ़
			बीकानेर (खारा)

12. यूनिट वाईज डिमाण्ड निम्नानुसार है:-

S.No.	Units	Flat/Semi Flat Nips 180 ML (25MM Neck) in lacs	Round Bottle 750 ml, (28 mm Neck) in lacs
1	Jaipur	225.00	-
2	Ajmer	125.00	1.00
3	Sriganganagar	110.00	1.00
4	Bharatpur	145.00	1.00
5	Kota	135.00	-
6	Jodhpur	350.00	2.00
7	Udaipur	85.00	-
	<b>Total</b>	<b>1175.00</b>	<b>5.00</b>

13. ग्लास पव्वों की मात्रा में कमी/वृद्धि करने एवं किसी भी निविदा को बिना कारण बताये आंशिक स्वीकार/अस्वीकार करने का कम्पनी का अधिकार सुरक्षित है।
14. मदिरालयों पर बोतल एवं पव्वो का इकट्ठा होने वाला टूटा कॉच सप्लायर फर्म द्वारा प्रत्येक माह की 30 तारीख तक उठाना होगा। यदि सप्लायर द्वारा टूटा कॉच प्रत्येक माह की समाप्ति के पश्चात 03 दिवस तक नहीं उठाया जाता है तो उस टूटे हुए कॉच को कम्पनी द्वारा नीलामी से बेच दिया जायेगा एवं नीलामी राशि कम्पनी की होगी। अतः निविदादाता उक्त आधार पर बोतल एवं पव्वों की आपूर्ति हेतु दरें प्रस्तुत करें।
15. प्रत्येक मदिरालय के दैनिक उत्पादन में लाईसेन्सीज की मांग के अनुसार परिवर्तन होता है। अतः प्रत्येक मदिरालय की दैनिक मांग के अनुसार वांछित पूर्ण मात्रा सफल निविदादाता को आपूर्ति करनी होगी। अतः सफल निविदादाता संस्थान द्वारा जारी मासिक शिड्यूल के

आनुपातिक आधार पर सप्लाई की जाने वाली मात्रा का ऑकलन नहीं कर, वांछित मात्रा की आपूर्ति सुनिश्चित करनी होगी। मदिरालयों पर पर्याप्त स्टॉक, स्थान की उपलब्धता अनुसार रखा जाना सुनिश्चित करना होगा।

16. बोतल एवं पव्वों के साथ प्राप्त होने वाला बारदाना सम्बन्धित निविदादाता द्वारा वापिस उठाया जावेगा।
17. कोई भी काउण्टर शर्तें स्वीकार्य नहीं होगी।
18. निविदादाता द्वारा न्यूनतम एक यूनिट के मदिरालयों की आवश्यकता अनुसार निविदा में वर्णित मात्रा का ऑफर किया जाना आवश्यक है। (The offered rates of tender shall be binding for whole quantity of the concerned units of Reduction Centers.)
19. If Tax is not applicable/ exempted it should be mentioned specifically. Otherwise quoted rates shall be considered as being inclusive of applicable Tax & order shall be given as per Naked rate + Tax as applicable.
20. आबकारी नीति अनुसार संस्थान की आवश्यकतानुसार शिड्यूल जारी किया जावेगा, जिसकी पालना किया जाना सफल निविदादाता के लिये आवश्यक होगा।
21. **Performance security.-** The amount of performance security shall be 5% of the amount of supply order Performance security shall be furnished within 15 days from the date of issue of purchase order in any one of the following forms-

(a) Deposit through eGRAS;

(b) Bank Draft or Banker's Cheque of a scheduled bank;

(c) Amount more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Performance security 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 Incharge 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.

22. **Quantity & Estimated Value of Tender :-** The quantity 1175.00 lac 180ML Nips & 5.00 lac 750 ml Bottles mentioned in the Tender notice is approximate and tentative, it is subject to variation as per Rajasthan Government directives and policies. The Quantity of nips are subject to permissible variation of  $\pm 3\%$ . Total estimated value of tender is approx. Rs. 21.50 crore.
23. **Repeat Order -** The limits of repeat order shall be 50% of the value of goods of the original contract.
24. Bidder who qualify in Technical Bid, the financial bid would only be opened later on the date to be intimated by RSGSM.
25. **Comparison of rates of firms outside and those in Rajasthan.-** While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax shall be included in the rates of firms from outside Rajasthan for evaluation purpose.

- 26. 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.
- 27. Execution of agreement.-** The bidder shall execute the agreement on a Nonjudicial stamp of specified value at its cost.
- 28.** Digitally signed Scanned copy of Tender documents, DD of Rs. 1000/- of Tender document, DD of Rs. 1000/- for E-tendering 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-tender (E-procurement).
- 29.** 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
- 30.** Technical bid shall be uploaded with below mention documents :-
- (a) Scanned copy of Tender Document
  - (b) Scanned copy of D.D. of E.M.D, Processing fees, Tender form fee
  - (c) Attested copy of Sales Tax TIN Number & Income Tax PAN Number
- 31.** यदि विशेष शर्तों एवं कण्डीशन्स ऑफ टेण्डर एण्ड कोन्ट्रैक्ट की शर्तों में कोई विरोधाभास हो तो विशेष शर्तें मान्य होगी।

**Signature and seal of Bidder**

# **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. Tenders should be filled in with ink. No tender filled in by pencil or otherwise shall 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. **(Please ignore it)**
3. Quotation 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 . **(Please ignore it)**
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 i.e. for procuracionem?
  - (d) In case of Companies and registered firms, as Secretary, Manager, Partner, Director etc. will submit an authorization of the company. The copy of the document in which authority has been given should be enclosed with the tender if the same has not been sent to the Company prior to the opening at tender.
5. Only Kabari/Dealers into the goods for which they tender shall be eligible.
6. Dealer not registered under Sales Tax Act, prevalent in the state where his business is located, may not be eligible for tender. The sales Tax 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 Sales Tax 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 excisde duty or 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 excise duty or 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. Subletting may be allowed by the Company provided that the sublet is a registered firm under the Rajasthan Sales Tax Act.
11. The tenders should sign the tender form at the end of each page as a token of his acceptance of all the terms and conditions of the tender.
12. The tender must be accompanied by an earnest money equivalent to 2% (0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the value of the items tendered or the supply to be made by him, without which the tender shall not be considered. The earnest money should be deposited by the Bidder in one of the following forms only:  
Bank draft / Pay Order of any schedule Bank in favour of 'Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.

Note : (1) The rates should be quoted in a sealed cover and DD should be in a separate enclosure with the sealed cover.

- (2) The earnest money will be refunded to unsuccessful Bidder after final acceptance of the tender whereas in case of successful Bidder, it will be treated a part of the security deposit. (Performance Security)

13. No request for adjustment of outstanding claim of any kind against the company towards BID SECURITY /SD will be entertained, and failure to deposit the BID SECURITY /SD in full amount will always result in cancellation of tender.
14. Successful Bidders will have to deposit security money (Performance Security) 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 earnest money in part or in full at the discretion of the Director Incharge 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 through out 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 50% of the value of goods of the original contract.
19. The time specified for supply of Old Glass Nips & Bottles 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 upto one fourth period of the prescribed delivery period – 2.5%
  - (b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5%.
  - (c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5%.
  - (d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period – 10%.

**Notes :**

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10%.
- (c) When the successful Bidder is unable to complete the order/contract within the specified or extended period, the Company shall be entitled to accept supply from the open market without giving any notice to the Bidder but at his risk and cost i.e. Bidder's account and risk the goods or any part thereof which the Bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum



accruing to the Bidder under this or any other contract with the Company. If recovery is not possible from the bills and the 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.

21. When the security money (Performance security) in full or in part is proposed to be forfeited, 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 cheques 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 of Bidders or their representatives will disqualify them.
27. 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.
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.
  - (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.

**Signature and seal of Bidder**

## **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.

**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.

**List of Reduction centre of RSGSM**  
**Year 2014-2015 (Validity 12 Month from the date of issue  
of purchase order)**

**Annexure -E**

<b>S. No</b>	<b><u>Name of Reduction centre</u></b>
01.	Jhotwara (Jaipur)
02.	Sikar
03.	Jhunjhunu
04.	Ajmer
05.	Bhilwara
06.	Udaipur
07.	Chittorgarh
08	Mandore (Jodhpur)
09.	Sirohi
10.	Rani
11.	Bharatpur
12.	Sawaimadhopur
13	Alwar
14.	Dholpur
15.	Kota
16.	Bundicity
17.	Baran
18.	Sriganganagar
19.	Hanumangarh
20.	Khara, (Bikaner)



**Technical Bid Submission Sheet**

NIB. NO. RSGSM/Old Glass Nips & Bottles/ Open Competitive Bid/2014-2015/ Pur/046  
02.06.2014

Dated:

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 Old Glass Nips & 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 in the amount of 5% of the Contract Price.

(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 \_\_\_\_\_ 2013 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 tender 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 tender and that of the Purchase Order.
4. The conditions of the tender and contract for open tender enclosed to the NIB. NO. RSGSM/Old Glass Nips & Bottles/ Open Competitive Bid/2014-2015/ Pur/046 Dated 02.06.2014 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. (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 pay through RTGS/Cheque/D.D 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:-  
100% payment of bills shall be released by H.O. Jaipur for supplies made on receipt of verified bills from the units within 30 days of delivery and test report from Laboratory at Jhotwara.

7. The Bidder shall be responsible for proper standard packing so 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 leakages or any shortages found by the checking / inspecting staff at the reduction center/unit the same shall be debited to the tender.
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 Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid 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 Tender 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%
(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
(c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period.	7 ½%
(d) Delay exceeding three fourth of the prescribed delivery period.	10 %

#### 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%

(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 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. 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
- 12 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.
13. 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

Dy. General Manager (Purchase)  
RSGSM, Jaipur

Witness

Witness

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

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

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

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

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