



RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LTD.

(A State Government Undertaking)

Head Office: 501, 5th floor, Kisan Bhawan, Lalkothi, Tonk Road, Jaipur-302015

Phone: Gen. 0141-2744649, 2744692 Fax No. 0141-2741924, E-Mail: rsfcsc@gmail.com, website: www.rsfcsc.org

ई-बिड (E-Bid)

Bid Form for Supply of Refined Edible Oil (Ground Nut) fortified with Vitamin A & D upto FAIR PRICE SHOPS in All Rajasthan

(Two part Bids System)

Bid form Cost Rs. 5000/- (Non-Refundable)

RISL Processing Fees Rs. 1000/- (Non-Refundable)

Bid Security Rs.30,00,000/- (Refundable)

S. No.	Subject	Date	Time
1	Publishing Date	18.04.2017	05.30 P.M.
2	Document Download Start Date	18.04.2017	06.00 P.M.
3	Bid Submission Start Date	18.04.2017	06.00 P.M.
4	Pre Bid Meeting	25.04.2017	03.00 P.M.
5	Document Download End Date	19.05.2017	06.00 P.M.
6	Bid Submission End Date	19.05.2017	06.00 P.M.
7	Technical Bid Opening Date	22.05.2017	03.00 P.M.
8	Submission of Demand Draft/ Banker Cheque of Bid Cost (including processing fees and bid security in physical form)	22.05.2017	upto 11.00 A.M.
9	Submission of 3 sealed samples of Refined Edible Oil (Ground Nut)	22.05.2017	upto 11.00 A.M.

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Ref. : F () /RSFCSC/ Refined Fortified Edible Oil (Ground Nut)/2016-17/ Date :

E-Bid Notice

For Supply of Refined Edible Oil (Ground Nut) fortified with Vitamin A & D upto FPS in All Rajasthan

Single Stage, Two-envelopes unconditional Bids are invited from Producers/Manufacturers/Wholesalers for the Supply of **Refined Edible Oil (Ground Nut) fortified with Vitamin A & D** upto all F.P.S. in Rajasthan (Door Step Delivery) :

S. N.	Details of Refined Fortified Edible Oil (Ground Nut)	Minimum Required Qty. Per month (in K. Litres.)	Minimum annual Supplying Capacity (in K. Litres)	Minimum Annual Turnover (Rs.)	Bid Value (Rs.)
1.	Refined Edible Oil (Ground Nut) fortified with Vitamin A & D	125.00	2,500.00	15.00 crore	15.00 crore

The Bid will only be submitted through online bidding system of www.eproc.rajasthan.gov.in. The interested bidders will have to be enrolled /registered with portal of www.eproc.rajasthan.gov.in for participating in the bidding process.

- Bid Document Download Start date 18.04.2017 time 06: 00 P.M.
- Bid submission end Date 19.05.2017 time 6.00 P.M.
- Technical Bid opening Date 22.05.2017 time 03:00 P.M.
- Submission of Demand draft of Bid Cost, Processing Fees, Bid Security and 3 samples of **Refined Fortified Edible Oil (Ground Nut)** in physical form by 22.05.2017 from time 10:00 A.M. to 11:00 A.M

For details visit our website www.rsfcsc.org / www.food.rajasthan.gov.in/ <http://sppp.raj.nic.in>. or contact General Manager (Marketing), Rajasthan State Food & Civil Supplies Corporation Ltd., Lalkothi, Kisan Bhawan, Jaipur-302015 at the telephone number 0141-2744692/2744537/2741924.

Terms & Conditions:-

1. The Bid Document is not transferable under any circumstances.
2. Bid will be submitted online only through www.eproc.rajasthan.gov.in. The interested bidders will have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in for participating in the bidding process.
3. No physical/offline Bid will be accepted.
4. The Bid cost will be in the form of Demand Draft/ Banker Cheque and the Bid Security may be in the form of DD/Banker Cheque/ Bank Guarantee of Scheduled Bank drawn in favour of "Rajasthan State Food & Civil Supplies Corporation Ltd." payable at Jaipur and processing fees will be in the form of Demand Draft/Banker Cheque of Scheduled Bank drawn in favour of MD, RISL payable at Jaipur will be submitted in the office of the Managing Director, Rajasthan State Food & Civil Supplies Corporation Ltd., 501, 5th Floor, Kisan Bhawan, Lal kothi, Jaipur-302015 upto schedule date and time.
5. The Corporation reserves right to cancel the Bid without assigning any reason to the bidder or anyone else.
6. The Service Tax & other taxes payable if any, under the contract will be paid by the bidder.

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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7. Conditional Bids and casual letters sent by the contractors will not be accepted.
8. Bidders are requested to read the instructions in the Technical document/ Bid before submitting the Bid online.
9. The above terms & conditions of the Bids may also be seen on the website www.rsfcsc.org or www.food.rajasthan.gov.in along with the Bid invitation notice.
10. A bidder may a natural person, private entity, Government owned entity or where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture. In case of joint venture:-
 - (a). All parties to the joint venture shall sign the bid and they shall be jointly and severally liable; and
 - (b). A joint venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the joint venture during the bidding process. In the event the bid of joint venture is accepted, either they shall form a registered joint venture company/firm or otherwise, all the parties to joint venture shall sign the agreement.

Managing Director



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Instructions to Bidders for online submission of e-Bid

1. The bidder who are interested in bidding can download Bid Documents from <http://eproc.rajasthan.gov.in>
2. Bidders, who wish to participate in this Bid, will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online Bids, Bidders will have to procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic Bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, safe-crypt, (n) code etc or Government of Rajasthan, e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not to procure a new Digital Certificate. Contact No. 0141-4022688 (Help Desk 10.00 AM to 6.00 PM on all working days) email: eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
3. Bidder will submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque /B.G. for Bid fees, processing fees and Bid security should be submitted manually in the office of Bidding authority (Rajasthan State food & Civil Supplies Corporation Ltd.) before scheduled date & time as mentioned in e-bid notice. Scanned copy of DD/BC/BG should be uploaded along with the online Bid.
4. Before electronically submitting the Bids, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the bidder.
5. Training for the bidders on the usage of e-bidding system is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
6. Bidders are also advised to refer "Bidders manual" available under "Download" section for further details about the e-bidding process.
7. **Potential bidders may seek clarification, in case of any doubt in writing in respect of bid document latest by 24.04.2017. However, a pre bid conference in this connection will be held on 25.04.2017 at 3 P.M. in Corporation Head office at 5th Floor, Kisan Bhawan, Lal Kothi, Jaipur. The prospective bidders (Refined Fortified Edible Oil (Ground Nut) manufacturers/suppliers) if they so desire may participate in the pre bid conference to clarify the doubts in respect of bidding document. The outcome of the pre bid meeting in the form of corrigendum, if required will be published on the State Public Procurement Portal (SPPP) - <http://sppp.raj.nic.in>.**
8. Bidders will have to enter the documents in the "cover" as per the following order:-

(A) Technical Cover-

(a) In the Fee Cover (in PDF/JPG format)

- a. Scanned copy of DD/ Banker's Cheque for Bid fee in favour of "Rajasthan State Food & Civil Supplies Corporation Ltd.", payable at Jaipur.
- b. Scanned copy of DD/Banker's Cheque /Bank guarantee for Bid security in favour of "Rajasthan State Food & Civil Supplies Corporation Ltd.", payable at Jaipur.



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c. Scanned copy of DD/Banker Cheque for processing fees in favour of MD, RISL payable at Jaipur.

(b) In the Technical document cover (in PDF/JPG format)-

Scanned copy (signed & sealed) of the Technical Bid of the documents mentioned in Check List (except BoQ Sheet) for evaluation of Technical Bids.

(B) Financial Cover (.xls format)-

The Bill of Quantity (BoQ) must be uploaded after entering the rate in following BoQ as per enclosed technical specifications of **Refined Fortified Edible Oil (Ground Nut)**:-

S. No.	Schedule No.	Description of Goods
1	BoQ	e-Bid for supply of Refined Fortified Edible Oil (Ground Nut)

Bidders will enter name of the firm on BoQ Only.

Bidders are requested not to edit or change any item or quantity.

Rates are to be filled only on BoQ (in.xls format) sheet only.

Note:- The financial Bids of only those bidders would be opened and considered who meet the criteria of eligibility.

Special Note :-

All bidders are advised not to wait till last date and are advised to submit their Bid at the earliest. The Corporation will not be responsible for any last minute rush in website, No extension in deposition of Bid will be allowed.



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CHECK LIST - Technical Bid Form including general terms and conditions

S.N.	Particulars	Evidence (Page No)
1	Bidder should have three years experience in production, manufacturing and sale of Refined Edible Oil (Ground Nut) .	
2	Minimum average annual turnover for last three years in Refined Edible Oil (Ground Nut) business should be Rs. 15.00 Crore. The turnover statement (Annexure-C) duly certified and signed by Chartered Accountant & attested by Notary Public will be submitted along with Bid; failing which Bid will be rejected.	
3	Bidder should submit last three years audited balance-sheet alongwith Profit & Loss Account. (attested by Notary Public.)	
4	Copy of PAN & VAT/ TIN Number with attested copy of relevant certificate duly Attested by Notary Public.	
5	The bidders will have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer up to 31.03.2016. (attested by Notary Public.)	
6	Attested copy of Registration certificate issued by Excise Department/ Competent Authority. duly attested by Notary Public.	
7	Certificates/Licence/ Registration Documents etc. which are required should be complete and updated.	
8	In case of Partnership firm, copy of the Registration Certificate from the Registrar of firms and partnership deed.	
9	Authorization Letter	
10	Copy of Service Tax Registration (if applicable).	
11	BIS/FSSA Licence/ ISO/HACCP Certificate/ licence	
12	Scanned copies of DD/BC/BG for Bid Security, bid form fee, Processing fee etc.	
13	Annexure A (Declaration by Bidder regarding Qualifications)	
14	Annexure B (Declaration of capacity)	
15	Annexure-C (Statement of annual turnover)	
16	Annexure-D (Statement of past supplies & performance)	
17	Annexure – E (Affidavit regarding acceptance of Bid terms & conditions)	
18	Annexure – F (Declaration of plant & machinery & employees etc)	
19	Annexure-G (Regarding Pre stamps receipts)	
20	Annexure-H (Technical Specifications of Refined Fortified Edible Oil (Ground Nut))	
21	Annexure-L (Technical Undertaking)	
22	Annexure-M (Financial undertaking)	
23	Annexure-K (Refined Fortified Edible Oil (Ground Nut) NABL Testing Report)	
	Note:	
	1. Documents from serial No. 1 to 23 should be attested by Notary Public.	
	2. Refined Fortified Edible Oil (Ground Nut) Sample to be deposited physically in RSFCSC, Jaipur Head office before last date of the Bid	



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Technical Bid Form:

e-Bid Notice No.

Bid Security: Rs .30,00,000/-

1.	Name of the Firm	
2.	Telephone No.	Office _____ Residence Fax
3.	Mobile No. E mail ID	
4.	Office Address of the Firm	
5.	Address of the Manufacturing Unit	
6.	Address of the Packaging Plant	
7.	Constitution of the Firm whether Proprietorship/ Partnership/ Company	
a)	<u>In case of Proprietorship Firm</u>	
	Name, Father's Name and Residential address of the Proprietor.	
b)	<u>In case of Partnership Firm</u>	
	Name, Father's Name and Residential address of all the Partners.	
	Note: (Enclose the Registration certificate from the Registrar of Firms or its attested copy/photocopy of Partnership Deed (attach separate sheet if space is insufficient).	
c)	<u>In case of Company</u>	
i)	Regd. No. of the Company	
ii)	Name and address of the Directors of the company (Attach separate sheet if space is insufficient)	
8)	<u>BANK DETAILS OF BIDDER</u> <i>Banker's name with branch</i> <i>Account type</i> <i>Account number/IFSC Code</i>	
9)	VAT/TIN No . (Attach copy of registration certificates)	
10)	PAN No. of the Bidder (Enclose a certified copy of the same)	
11)	Service Tax No. of the bidder, if applicable (Enclose a certified copy of the same)	
12	Average Annual Turn Over	Rs.

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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13	Experience in production/manufacturing and sale. & volume handled	a. Years b. Average annual Volume Handled in K. Litres		
14	Validity of VAT clearance Certificate upto			
15	BIS/FSSA Licence No and valid upto			
16	Licence/Registration No for manufacture & sale and valid upto			
		No.	Date	Bank
17	Bid form Fee DD/BC			
18	Processing Fee DD/BC			
19	Bid Security DD/BC/BG			
20	Any other relevant details			

*Attach separate sheet for details, where required.

*In case of authorized representative signing this document enclose copy of the authority letter.

Signature of the bidder with Seal

Name

Designation



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I. General terms & conditions of Bid & Contract:-

Important Instruction:-The Law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012"[hereinafter called the Act] and the "Rajasthan Transparency in 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 provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules will prevail.

N.B.:-

(a) **The objective of the Bid is to provide good quality REFINED FORTIFIED EDIBLE OIL (GROUND NUT) at remunerative price (Lower than the market rate) to the consumers of the Rajasthan state.**

(b) **BIDDER SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY TO IT STRICTLY WHILE SUBMITTING THEIR BIDS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE BID NOTICE/CATALOGUE, HE SHOULD REFER THESE TO THE M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, JAIPUR BEFORE SUBMITTING BIDS AND OBTAIN CLARIFICATIONS. THE DECISION OF THE M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, JAIPUR WILL BE FINAL AND BINDING ON THE BIDDER.**

II. THE CLAUSES, TERMS & CONDITIONS ARE AS FOLLOWS:-

E- Bids are invited from **Refined Fortified Edible Oil (Ground Nut)** producers/manufactures/wholesalers situated in India for **Supply of Refined Edible Oil (Ground Nut) Fortified with Vitamin A & D on rate contract** as per specifications prescribed and door-step delivery to the specified F.P.S. as per Annexure 'J'.

1. Bidder should submit last 3 years audited accounts (e.g. Balance Sheet & Profit & Loss Account) for verification of turnover which is shown in Annexure 'C'.
2. Bidder should have minimum average annual turnover of **Rs. 15.00** Crore for last 3 years in **Refined Edible Oil (Ground Nut)** business.
3. Bidder should have 3 years experience in producing/ manufacturing and selling of **Refined Edible Oil (Ground Nut)** through a proper distribution network and volume handled should be at least 2,500 K. Litres in a year which should be reflected in companies annual report.
4. Bidder should submit attested copy of PAN CARD & Tin number certificate.
5. Bidder should submit attested copy of sales tax clearance certificate with Bid documents(upto 31.03.2016).
6. Bidder should submit attested copy of registration certificate/Licence/any document (BIS, ISO, HACCP) which are required for production and supply of **Refined Fortified Edible Oil (Ground Nut)**. The Certificate/Licence should be **valid on the date of opening of Bids**.
7. Bidder should submit name and address of the location of production and packaging plant with details of concerned person with telephone number and email id etc.
8. Bidder should submit affidavit regarding that he is not blacklisted by any government or any public sector undertaking as per Annexure 'A '



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9. Bidder should submit declaration and undertaking for monthly capacity and supply commitment as per Annexure 'B'.
10. Bidder should submit declaration regarding turnover of the company as per Annexure 'C'.
11. Bidder should submit performance certificate of last 3 years as per Annexure 'D'.
12. Bidder should submit declaration regarding compliance of terms and conditions of Bid document as per as per Annexure 'E'.
13. Bidder should submit declaration regarding plant, machinery & no. of employees etc as per Annexure 'F'.
14. Bidder should submit pre-stamps receipts for refund of Bid security, in case of bidders who are disqualified technically, as per Annexure 'G'.
15. Bidder should submit 3 samples of **Refined Fortified Edible Oil (Ground Nut)** of each packing with latest testing report issued by NABL laboratories (Report should not be more than three months old).
16. Bidder should submit authorization for the person signing this proposal to bind bidder to the proposal and to any contract resulting there from. (If any)
17. Bidder should submit Bid form with sign on each page.
18. No Bid will be accepted after due date & time fixed for receiving of Bid.
19. **If the last date fixed for opening of Bids in the office is declared to be a holiday, the next working day will be deemed to be the last date for the purpose. The explanation will also apply in relaxation to other dates fixed for any purpose whatsoever.**
20. The Rajasthan State Food & Civil Supplies Corporation Ltd. reserves the right to reject any or all the Bids without assigning any reason thereof.
21. Validity of Bid offer is 3 months from the date of opening the Bid.
22. E-Bid will be submitted **up to date & time as per E-Bid notice for supply of Refined Fortified Edible Oil (Ground Nut) on rate contract for one year.**
23. Bidder should have permission/Licence to manufacture/ production of **Refined Fortified Edible Oil (Ground Nut)** as per specifications given in the Bid Form, from the competent authority.
24. Bids will be submitted to M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, JAIPUR through <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan.
 - a) Bidder should file Bid duly furnishing the required information as per Bid Document.
 - b) Bids should be strictly in conformity with prescribed terms and conditions. **Bid should not contain any conditions other than the prescribed terms & conditions.** Bids, who deviate from these terms and conditions, are liable to be rejected.
 - c) **Before the last date for the receipt of Bid, RSFCSCCL may amend any of the Bid conditions, as may be desired and if such an amendment is absolutely necessary and the same will be communicated to the bidder and that will be made available on the website www.rsfcsc.org, www.food.rajasthan.gov.in and <http://epro.rajasthan.gov.in> .**
 - d) Bidders should be capable of supplying the ordered quantity of **Refined Fortified Edible Oil (Ground Nut) within 30 days** from the date of receipt of demand from F.P.S./Corporation.
 - e) **Refined Fortified Edible Oil (Ground Nut)** manufacturers/producers who are blacklisted by the Government of India/any State Government/ any union Territory/ State Agency are not entitled to file the Bids. If the manufacturer/producers already blacklisted



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- files a Bid in benami name, the Bid will stand rejected apart from forfeiture of Bid security furnished.
- f) Minors are not eligible to file Bids.
- g) Bidders may give proposals of Community Social Responsibilities (CSR) activities for the state of Rajasthan.
25. The bidder should also submit following documents along with the Bids :-
- (i) The Bid form fee Rs. 5000.00 downloaded from the website will be submitted in the form of D.D./Banker cheque in favour of M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED payable at Jaipur. The bidders are also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker cheque in favour of M.D., RISL payable at Jaipur. **The Bid fee, processing fee and Bid security will be deposited physically at the office of M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, Jaipur before the last date and time of Bid submission.**
 - (ii) Firm will submit copy of the Registration with Central Excise Department, if applicable, as per provisions of Central Excise Act. The industries situated in excise free zones will be exempted from the registration provided they produce the copy of appropriate notification.
 - (iii) Duly attested photocopy of BIS Licence renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
 - (iv) Duly attested photocopy of BIS/ ISO/HACCP Certificate (renewed upto date), if applicable.
26. **Bid should not be submitted for the quoted article/articles for which the Firm/Company has been blacklisted/banned/debarred either by Bid inviting authority or Govt. of Rajasthan or by any other State/Central Govt. and its agencies. This also applies to the firm/company for its allied/ sister firms and units.**
27. The concerned company/firm which stand blacklisted/banned/debarred either by Bid inviting authority or Govt. of Rajasthan or by any other State/Central/UT Government on the date of Bid submission will not be eligible to participate in the Bid.

PLEASE NOTE THAT: -

- (A) All above mentioned documents duly attested by Notary Public must be submitted. Un attested copies of such document will not be considered valid.
- (B) All attested documents must be submitted in Hindi or English language. If the documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
- (C) Other than Sales tax clearance certificate, all above mentioned documents should be under the name & address of premises where the **Refined Fortified Edible Oil (Ground Nut)** is actually manufactured/ produced.
- (D) The point of supply within the state of Rajasthan as per Annexure 'J'.
- (E) Bid will be liable for outright rejection if:-
 - (i) Any rates are disclosed in cover-A.



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- (ii) Any discounts/ special offers are made in cover-A.
- (F) If the following item/certificate not submitted, the Bid will not be considered responsive:-
- i. Bid form fee, Processing fee and Bid security.
 - ii. Manufacturing /producing Licence from a Competent Authority.
 - iii. Turnover Certificate from C.A.
 - iv. BIS Certificate/Licence in case of ISI marked items, if applicable.
 - v. Duly attested photocopy of BIS/ ISO/HACCP Certificate (renewed upto date), if applicable.
 - vi. Duly signed scanned copy of in acceptance of terms & conditions.
 - vii. Duly attested photocopy of Service Tax registration, if applicable.
 - viii. Three sealed samples of **Refined Fortified Edible Oil (Ground Nut)** alongwith NABL test reports.
28. Financial Bid duly filled as per Part II giving the rates for quoted items should be submitted through portal <https://eproc.rajasthan.gov>. in only format (BoQ). It should not be disclosed in Technical Bid.
29. The required Documents (Bid form Fee, Bid security & RISL Processing Fee) will be submitted physically in the form of DD/Banker cheque/Bank Guarantee before the last date & time of Bid submission. The bidders will submit scanned copy of the DD/BC/ BG in technical Bid (Cover-A). All received Bids will be opened in the presence of bidders who choose to be present. Financial Bid will be opened only for those bidders who satisfy the standard criteria laid down by the Corporation on the details furnished by the bidder in technical Bid, in compliance of the terms & conditions of the Bid.
- a. In event of Bid being submitted by proprietary firm, Bid must be signed by sole proprietor. In event of a partnership firm Bid must be signed on its behalf by a person holding a power of attorney authorizing him to do so and in the case of company, the Bid must be signed by authorized signatory as the manner laid in the articles of Association.
 - b. Any change in the Constitution of the Firm/Company will be notified forthwith by the bidder in writing to the M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, Jaipur and such change will not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners will be accepted in the Firm by the bidder in respect of the contract unless he/they agree to abide by all its terms and conditions and submit to the M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, Kisan Bhawan, Lalkothi, Jaipur, a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above will bind all of them and will be sufficient to discharge for any of the purposes of the contract **if the bidder submitting BG as Bid security. The BG should be valid for a period of six months from the date of issue of opening of Bids.**



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30. The bidder will sign the Bid form at each page and at the end in token of acceptance of all the terms and conditions of the bidder and then scanned copy will be uploaded on e-portal except BoQ.
31. **WITHDRAWALS, SUBSTITUTION AND MODIFICATION OF BIDS:-**
- A bidder may withdraw, substitute, or modify its Bid after it has been submitted in accordance with the online procedure of Bid i.e. e-procurement.
 - No Bid will be withdrawn, substituted or modified after the last time and date fixed for receipt of Bids as prescribed in www.eproc.rajasthan.gov.in
32. **SUBMISSION OF SAMPLES & DEMONSTRATIONS:-**
- Samples of **Refined Fortified Edible Oil (Ground Nut)** must be sent free of cost on demand by RSFCSC even though the specifications or descriptions etc. are mentioned in the Bid form. No sample will be accepted after the prescribed period. In the event of non submission of samples within the prescribed period on demand, the Bid will not be considered and Bid security will be forfeited. However, RSFCSC may grant extension of time for submission of samples on the request of bidder.
 - Samples should be strictly according to the item quoted in the Bid form, failing which these will not be considered. Such sample must be delivered free of charge to the M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, Jaipur, or any authorized/designated officer by M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED to be conveyed while placing order. Sample must be submitted duly sealed and marked suitably either by writing on the sample or on a slip or durable paper securely fastened to the sample with the particulars as mentioned below:-
 - Name and full address of the firm/manufacturer.
 - Refined Fortified Edible Oil (Ground Nut)** Quality, date and Batch/lot number of manufacturing.
 - No change in marking on samples will be allowed after the submission of the sample. Samples should be submitted along with separate challan in triplicate. Samples without challan will not be accepted.
33. **OPENING OF BIDS:-**
- Technical Bids filled will be opened at 3:00 P.M. on 22.05.2017
 - The Financial Bids of only technically qualified bidders will be considered. Only the successful bidders in technical Bids are eligible to participate in further proceedings.
 - Rate offered by the qualified technical bidders will be taken into consideration to arrive at lowest rate offered by the bidders viz. L1, L2 and so on.
 - The accepted rate is for the supply of contracted quantity in all respects for the quantity bidden. Any request for revision of the rate due to price fluctuations in International and Domestic Markets or for any other reason during the contract period will not be entertained and stand rejected.



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- e. After deciding the Lowest Rate by the Bid Committee, the Corporation reserves the right to place purchase order on one or more bidder (s) at the lowest rate for any quantity as may be agreed to be supplied by the bidders on the same terms and conditions for supply of **Refined Fortified Edible Oil (Ground Nut)** within the time stipulated by the Corporation.
- f. If the date fixed for opening of Bids happens to be Govt. holiday, the Bids filled online will be opened on the next working day at the same time specified above.
- g. Corporation reserves the right to award the Bid in full or in part to one or several parties. The decision of the Managing Director is final and binding on the bidders.
- h. Corporation reserves the right to award the Bid in full or in part to one or several parties. The decision of the Managing Director is final and binding on the bidders.

34. BID SECURITY:-

- (a) Every Bid should be accompanied by Demand Draft/Banker Cheque/ Bank Guarantee **for Rs 30.00 Lakhs** drawn on any Nationalized/ Scheduled Bank in favour of “ **Rajasthan State Food & Civil Supplies Corporation Limited**” payable at Jaipur towards BID SECURITY. Bid without Bid Security stand summarily rejected. Bidders enclosing cheques also stand summarily rejected. In case of unsuccessful bidder, the BID SECURITY will be returned after the successful bidder executes the agreement. Bid security deposit will not carry any interest.
- (b) Bid Security of the successful bidder stand adjusted towards performance security and they should deposit the balance performance security in the form of D.D./B.G./B.C. in favour of “Rajasthan State Food & Civil Supplies Corporation Limited” payable at Jaipur from any Nationalized Bank.
- (c) The Bid security of unsuccessful bidder will be refunded soon after finalization of the Bid. Bidder has to produce a pre stamp receipt as per Annexure-G with the Bid document.
- (d) The Central Government and Government of Rajasthan undertakings need not furnish any amount of Bid security. However, Bid securing declaration will be submitted.
- e) The Bid security deposit lying with the Corporation in respect of other Bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid security for the fresh Bids. The Bid security may, however, be taken into consideration in case Bids are re-invited for the same item.
- (f) No interest will be paid on Bid security by the Corporation.

35. RATE OFFERED:-

- a) The rate should be per litre inclusive of cost of poly packing in 1000 Mls. (1 litre) Polyethylene Terephthalate (PET) opaque bottles/ pouches and packing/ forwarding in 5 litre Cartoons, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, and any other statutory taxes applicable from time to time, if any, transit insurance, including the transportation loading and unloading charges except VAT & CST to the specified destinations as per annexure. Rate per Kg will not be quoted in fraction of paise.



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- b) The rate quoted will be in Indian Rupees and would be in force for the entire contract period. Corporation is not responsible for any fluctuation of prices either in International Market or Domestic Market and no request or representation for revision of rate will be permissible. However, down revision will be in conformity with price fall clause (Clause No. 58).
- c) Based on the rates received, Corporation reserves the rights to award supply of contract to one or more bidders and the same would be final and binding on all the Bidders.
- d) The bidders should quote their rate in the BoQ "Schedule of Rates" in .xls format attached with the Bid. The rates will be quoted in the figures and if any discrepancy is found in the figures, Bidder will not be allowed to correct such mistake after opening of the Bid.
- e) Rates quoted must be separately written as per the requirements of the Bid form and should include all taxes, duties except Rajasthan VAT & CST.

36. SPECIFICATIONS:

- a) Only good quality of **Refined Fortified Edible Oil (Ground Nut)** strictly conforming to specifications as detailed at Annexure-'H' will be supplied to F.P.S./Corporation.
- b) Stocks not conforming to specifications stand summarily rejected and it is the responsibility of the supplier to lift back the rejected stock immediately.
- c) Bidder should furnish three samples of **Refined Fortified Edible Oil (Ground Nut)** 1000 Mls (1 litre) each conforming to the specifications prescribed herein, failing which such Bid will be rejected.
- d) The samples of the lowest Bidder (L-1) will be sent for analysis to NABL accredited labs or any other govt. labs.
- e) **The approved Bid will submit Batch/lot wise Lab testing report to RSFCSC in the prescribed format.**

37. PACKING OF REFINED FORTIFIED EDIBLE OIL (GROUND NUT):-

Refined Edible Oil (Ground Nut) will be supplied in the packing of 1000 Mls (1 litre) packing in Polyethylene Terephthalate (PET) opaque bottles/ pouches. Brand/ Name/ Logo format will be approved by the RSFCSC and will be printed in multi colour by the supplier on polypacks. Packing material will be as per the design approved by the RSFCSC and it will have to be got approved from the Corporation before commencement of delivery at FPS.

The approved supplier shall have to furnish a certificate periodically for the packing material from the Indian Institute of Packaging, Kolkata.

38. MARKING/LOGOGRAM:-

Logogram means, wherever the context occurs, the design as specified below:-



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The poly pack should bear “RAJ Brand” & Marketed by “Rajasthan State Food & Civil Supplies Corporation Ltd”.

39. FIXING OF HOLOGRAMS:-

The bidder will have to compulsorily affix Holograms as a symbol of assured quality of the product on every poly packs of **Refined Fortified Edible Oil (Ground Nut)** manually or mechanically through automatic devices before supply at FPS etc. The cost of Holograms will be borne by the approved supplier. The Holograms may be purchased from Corporation by remitting its due cost in advance. **The bidder will have to render monthly account of the consumption, balance etc of the Holograms to the Corporation in the prescribed format.**

40. DURATION AND PLACE OF DELIVERY:-

The bidder will have to **compulsorily** supply ordered quantity of **Refined Fortified Edible Oil (Ground Nut)** as per specifications prescribed within 30 days of receipt of initial order at specified FPS destinations as per Annexure-'J'. The RSFCSC will not place any order after the initial supply order with the bidder. The supplier will have to create demand himself and will accordingly arrange at the concerned FPS.

The bidder will have to deposit margin money on the minimum assured quantity of allotted districts/area even if the actual supply in a particular month is less than that. However, if the actual supply in a month exceeds the minimum assured quantity than margin money will be deposited on the basis of actual supply.

41. FURNISHING INFORMATION:-

- a) The supplier will have to provide details of their packing/blending units.
- b) **The supplier will furnish FPS/Tehsil/District wise fortnightly /monthly report of the details of stock/quantity of Refined Fortified Edible Oil (Ground Nut) supplied to the Manager, Civil Supplies of the concerned District and Head Office by e-mail/ Fax in the prescribed format.**
- c) **The bidder shall have to furnish details of Primary, Secondary & Tertiary sales of the quantity of Fortified Edible Oil (Ground Nut) sold in the prescribed format.**
- d) **Supplier should not only maintain complete account of supplies made but also furnish the details as and when requested by the District Civil Supplies, Manager/ Corporation. Non maintenance of complete record in the prescribed manner will be treated as non compliance and RSFCSC is free to take action as per Bid conditions.**



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42. ACCEPTANCE OF STOCKS:-

- a. **The bidder will have to furnish Batch/lot wise NABL approved laboratory analysis report of Refined Fortified Edible Oil (Ground Nut) along with samples prior to commencement of supply of Refined Fortified Edible Oil (Ground Nut) to the Corporation.** The Corporation may get the quality of Batch/lot sample rechecked from any NABL laboratory before physical commencement of **Refined Fortified Edible Oil (Ground Nut)** supply at FPS.
- b. Bidder will have to deliver **Refined Fortified Edible Oil (Ground Nut)** at specified destination/ FPS alongwith Batch/ Lot wise quality certificates. In the event of supply of stock not conforming to specification such stocks are liable for rejection.
- c. Random samples will be taken by Manager, Civil Supplies, RSFCSC so as to ensure that the quality of **Refined Fortified Edible Oil (Ground Nut)** supplied is as per approved specifications. The testing charges of randomly drawn will be borne by the concerned approved supplier.
- d. Corporation will not take any responsibility or otherwise regarding the stocks once the stocks are rejected.
- e. **Refined Fortified Edible Oil (Ground Nut)** supply will be frequently subjected to quality check and the Corporation at its discretion will send samples of any consignment to the NABL accredited or any other Govt. laboratory for analysis. In such cases, the result of laboratory will be final.
- f. The successful bidder will exhaust his stock in the last month of the contract period. He will not claim extension for sale of his remaining stock.

43. Quality Assurance:-

The bidder shall have to ensure that the quality of fortified **Refined Edible Oil (Ground Nut) fortified with Vitamin A & D** in 1000 Mls (1 litre) packs supplied at FPS etc is strictly conforms to the specification prescribed under FSSA as per Annexure-H. **In the event of any of the samples taken found to be substandard, unsafe, harmful, adulterated, misbranded etc as the case may be, the concerned supplier will be wholly responsible for that.** The supplier will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts. Further, the supplier will have to immediately replace the entire stock of substandard/ adulterated fortified Refined Edible Oil (Ground Nut) at their cost. If any quantity of substandard/ adulterated fortified Refined Refined Edible Oil (Ground Nut) can not be replaced/ taken back from the FPS due to its supply to the consumers, then a penalty equivalent to the 10% or more of the cost of quantity of fortified Refined Edible Oil (Ground Nut) not replaced/ taken back from that particular Batch/ Lot will be imposed depending upon the discretion of the Corporation.

44. Margin Money/Commission of Corporation:-

The Corporation will not make any direct payment for the quantity of **Refined Fortified Edible Oil (Ground Nut)** supplied at the FPS etc. The concerned

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Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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manufacturers/ suppliers will have to recover the cost of **Refined Fortified Edible Oil (Ground Nut)** from the concerned FPS dealers. The suppliers will raise the Bill at approved rates (MRP) after deducting the FPS dealer commission for the quantity of **Refined Fortified Edible Oil (Ground Nut)** supplied at FPS and will arrange for remittance of the margin money/commission out of the cost recovered from the FPS dealers at the prescribed rates by 10th of the following month. In the event of non remittance of margin money to Corporation by 10th of the following month, penal @18% will be recovered for the duration of delayed payment from the concerned manufacturer/supplier.

The margin money to Corporation, commission to FPS dealer will be payable at the rate of 1% and 5% respectively of the approved rate and difference of rounding to the nearest whole rupee, if any will be credited to Consumer welfare fund. However, Corporation reserves the right to revise the rates of margin money, commission of dealer and consumer welfare fund during currency of tender, if need be

45. LABELLING CONDITIONS:-

The manufacturers/suppliers will have to comply with all the provisions of Packaging & Commodities Act/ Food Safety & Standards (Packaging & Labeling Regulations), 2011 and will have to invariably mention all the relevant details viz. Name of the manufacture, Date of manufacture, Bath/Lot No., MRP, Best Before use, Logo etc **over the 1000 Mls packs poly packs of Refined Fortified Edible Oil (Ground Nut)** as per approved design.

46. GUARANTEE CLAUSE:-

The bidder will give guarantee that the goods supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the said goods to be supplied and that notwithstanding the fact that the RSFCSC may have inspected and/or approved the said goods as per technical specifications, the said goods be discovered not to conform to the description and quality as aforesaid/ or have determined and the decision of the RSFCSC in that behalf will be final and conclusive .

47. PACKING & INSURANCE:-

The goods will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the suppliers and the Corporation will not be required to pay any such charges, if incurred.

Inspection:-

- (i) The material will be supplied according to specifications provided at Annexure-'H' and may be inspected by the authorized person of RSFCSC. In case of BIS Items, inspection will be strictly as per relevant B.I.S. specifications with latest amendments which have been made applicable by B.I.S. at the time of inspection. The inspection and testing of the material may be got done by any inspecting

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agency at the works of the manufacturer or at site. The supplier will provide all facilities for inspection/testing free of cost.

- (ii) Notwithstanding the fact that the authorized inspecting person/agency had inspected and/or has approved the stores, the purchase officer or his duly authorized expert, may inspect the material as soon as it is received in the stores to ensure that the material is in accordance with the specifications laid down in rate contract on the basis of physical inspection such as followings including test reports submitted by concerned supplier/inspection agency.
- (iii) In case of doubts in any specific test, same may be got conducted in any NABL/ Govt. laboratory. If the material is found below specifications or defective, Corporation will not accept the material and will notify the defects to the firm and inspecting agency. Corporation will also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm will be bound to replace the defective goods after inspection or remove defects as desired by the Corporation.

48. COMPARISON OF RATES:-

In comparing the rates bided by firms outside Rajasthan and those in Rajasthan, while tabulating the Bids of those firms which are not entitled to price preference, the element of Rajasthan VAT will be excluded from the rates quoted by the firm of Rajasthan and the element of Central Sales Tax will be included in the rates of firms outside Rajasthan for evaluation purpose.

49. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:-

- (i) The quantity mentioned in the Bid is the minimum quantity that the bidder will have to compulsorily supply at FPS and will accordingly remit margin money/ commission to the Corporation.
- (ii) The supplier will submit the supply commitment quantity in Annexure' B' which will be used for the cases where the actual demand tends to increase substantially from the supplied quantity.
- (iii) If the Corporation or FPS dealer does not want to receive supply due to change in circumstances, the bidder will not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iv) However, the bidder is bound to supply up to the minimum quantity indicated by him in Bid document, considering the total production capacity & capacity dedicated to RSFCSC. Moreover, the actual supply beyond Bid quantity may be made keeping in view the supply commitment of bidder to Corporation.
- (v) In case of procurement of goods, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity will not be more than 50% of the value of goods of the original contract and will be within one month from the date of expiry of last supply. If the supplier fails to do so, the procuring entity will be free to arrange for the balance



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supply by limited bidding or otherwise and the extra cost incurred will be recovered from the supplier.

Corporation does not guarantee any volume of quantity at any given time and the decision of Managing Director in this regard would be final, and binding on the bidders and will not be called into question by any bidder. Corporation reserves sole discretion in this matter.

50. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD (IN CASE OF PROCUREMENT OF GOODS):-

As a general rule all the supply will be taken from successful bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of supply to be supplied 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.

51. PARALLEL RATE CONTRACT:-

The Corporation may also execute parallel rate contract with more than one firm for each item on the lowest approved prices on the same terms & conditions.

- (i) To ensure sustained supply without any interruption, the Bid inviting authority reserves the right to fix more than one supplier to supply the requirement among the qualified bidders.
- (ii) Orders will be placed with lowest-1 (L-1) firm. However in case of any exigency at the discretion of the Bid inviting authority, the orders may also be placed with the other firms, in the ascending order, L-2, L-3 and so on who have matched with the L-1 rates and executed agreement with corporation on same terms & conditions.
- (iii) After the conclusion of Price Bid opening (cover-B) the lowest offer of the bidder is considered for negotiations and rate arrived after negotiations is declared as L-1 rate and supplier for an item for which the Bid has been invited.
- (iv) The bidder who has been declared as L-1 supplier for certain item will execute necessary agreement for the supply of the Bidded quantity of such item as specified in the Bid documents on depositing the required amount performance security and on execution of the agreement such bidder is eligible for the placement of purchase orders.
- (v) RSFCSC will inform the L-1 rate to the bidders who had qualified for price Bid (Cover-B) opening, inviting their consent to match with the L-1 rate for the item/items quoted by them and the bidders who agree to match L-1 rate, will be considered as matched L-1.
- (vi) The supplier, on receipt of the purchase orders deems that the purchase orders exceeds the production capacity declared in the Bid documents and the delay would occur in executing the order, will inform the RSFCSC immediately without



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loss of time and the purchase orders will be returned within 7 days from the date of issuing order, failing which the supplier would be deprived from disputing the imposition of liquidated damages, and penalty for the delayed supplies.

- (vii) If the L-1 supplier has failed to supply/ intimated RSFCSC about his inability/ delay in supply as per the purchase order, the required items within the stipulated time or as the case may be, RSFCSC may also place purchase orders with the matched L-1 bidders for purchase of the items provided such matched L-1 bidders will execute necessary agreement indicating the production capacity as specified in the Bid document on depositing the required amount. Such bidder is eligible for the placement of purchase orders for the item quoted by them.
- (viii) Subject to Para (vii) above, while RSFCSC has chosen to place purchase orders with matched L-1 supplier and there are more than one such matched L-1 supplier, then the purchase orders for the requirement of items will be place with L-2 first on matched rates of L-1 and in case L-2 does not have the required capacity than L-3 would be considered on matched L-1 rates and the same order would be followed in case of L-3, L-4 and so on.
- (ix) The matched L-1 supplier, on placement of purchase orders, will be deemed as L-1 rate supplier for the purpose of the Bid and all provisions of the Bid Document applicable to L-1 rate bidder will apply mutatis mutandis to the matched L-1 supplier.
- (x) If the supplier fails to supply the item for the purchase orders, at any point of time, either fully or partly, within the stipulated time, RSFCSC is at liberty to place purchase orders with other bidders (in ascending order, viz, L-2, L-3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify RSFCSC, WITHOUT ANY PROTEST OR DEMUR, for the difference in cost incurred by RSFCSC and the RSFCSC is entitled to recover the difference in cost from the amount due/ payable to the supplier.

52. FORFEITURE OF BID SECURITY:-

The Bid security will be forfeited in the following cases:

- a. When bidder withdraws or modifies the offer after opening of Bid.
- b. When bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the bidder.
- c. When the bidder does not deposit the performance security after the supply order is given.
- d. When the bidder fails to commence the supply of the items as per supply order within the time prescribed.
- e. When bidder violates any terms & conditions of the Bid document.
- f. If the bidder, breaches the Code of Integrity then action will be taken as per Clause 11 of the Act & Rule 82



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53. PERFORMANCE SECURITY:-

- a) Successful bidder should submit performance security at 5% value of Bid document within seven days from the date of acceptance of Bid in the form of :
- (i) Demand Draft in favour of Rajasthan State Food & Civil Supplies Corporation Limited, Jaipur payable at Jaipur from any Nationalized Bank.
 - or
 - (ii) Bank guarantee/s of a scheduled bank. It will be got verified from the issuing bank.
 - or
 - (iii) Fixed deposit receipt (FDR) of a scheduled bank. It will be in the name of RSFCSC on account of "the approved supplier", and discharged by the "the approved supplier", in advance. RSFCSC will ensure before accepting the Fixed Deposit Receipt that "the approved supplier", furnishes an undertaking form the bank to make payment/ premature payment of the fixed deposit receipt on demand to the RSFCSC without requirement of consent of "the approved supplier", concerned. In the event of forfeiture of the performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As security for the due performance of the aforesaid agreement which has been formally transferred to the RSFCSC.

Performance security furnished in the form specified in clause (ii) & (iii) will remain valid for a period of 180 (one hundred eighty) days beyond the date of completion of all contractual obligations of "the approved supplier", including warranty obligations and maintenance and defect liability period and should be extendable on request of Corporation.

- b) Bid security deposited earlier will be adjustable towards performance security as per norms.
- a) If the successful bidder fails to furnish the performance security within the time specified, the Bid security will stand forfeited besides recovery of consequential losses, if any, sustained by the Corporation **apart from cancellation of award of supply contract and debarring of the bidder.**
 - b) The Performance Security deposit will be refunded to the supplier upon successful completion of the agreement and on production of "No Demand Certificate" from the Civil Supplies, Managers, of the district concerned.
 - c) No interest will be paid on the performance security by the corporation.

54. FORFEITURE OF PERFORMANCE SECURITY:-

Performance Security, in fully or partly, may be forfeited in the following cases: -

- (a) When any terms and conditions of the contract are breached.
- (b) When the bidder fails to make supply satisfactorily.



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(A State Government Undertaking)

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Phone: Gen. 0141-2744649, 2744692 Fax No. 0141-2741924, E-Mail: rsfcsc@gmail.com, website: www.rsfcsc.org

Notice of reasonable time will be given in case of forfeiture of performance security deposit. The decision of the Managing Director, RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, in this regard will be final.

55. LIQUIDATED DAMAGES:

- (i) The time specified for delivery in the Bid form will be deemed to be the essence of the contract and the successful bidder will arrange supplies within the period on receipt of order from the FPS/Corporation.
- (ii) In case of extension in the delivery period with liquidated damages, the recovery will be made on the basis of following percentages of value of stores which the bidder has failed to supply :-
 - (a) delay up to one- fourth period of the prescribed delivery period- **2.5%**
 - (b) Delay exceeding one fourth but not exceeding half of the 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 of the prescribed period- **10%.**

Fraction of a day in reckoning the period of delay in supplies will be eliminated if it is less than half a day.

- (iii) The maximum amount of agreed liquidated damages will be 10%.
- (iv) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he will apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (v) The M.D., RSFCSC may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances beyond control, such reasons will be recorded while seeking extension.
- (vi) In the event of failure to supply the ordered quantity, by the successful bidder within the stipulated time the Managing Director reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid system at the risk and cost of such supplier and such supplier is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the supplier.
- (vii) Corporation reserves the right to charge penalty as decided by the Managing Director of RSFCSC Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier without prejudices to other rights and the decision of the Managing Director is final and cannot be called into question. The supplier is liable to reimburse/ Compensate the Corporation or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.



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- (viii) Notwithstanding anything contained in the terms and conditions of this Bid the Managing Director, RSFCSC is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position.
- (ix) The bidder will not be entitled to any gain on such purchases made against default. The recovery of such loss or damage will be made from any sums accruing to the bidder under this or any other contract with the government. If recovery is not possible from the bill and the bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the bidder will be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the purchasing officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the Corporation.

56. CORRECTION OF ARITHMETIC 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 will prevail and the total price will 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 will govern and the unit price will be corrected;
- (ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total will be corrected; and.
- (iii) If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (i) and (ii) above.

If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid security will be forfeited or its Bid securing declaration will be executed.

57. TERMINATION OF CONTRACT ON BREACH OF CONDITION:-

- a) In case the supplier fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the Corporation to forfeit the amount deposited by the supplier as performance security deposit and cancel the contract without one month's notice.
- b) The Corporation reserves the right to terminate without assigning any reasons there for the contract/agreement, either wholly or partly, by giving one month's notice to the supplier. The supplier will not be entitled for any compensation



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whatsoever in respect of such termination of the contract/ agreement by the RSFCSC Ltd.

58. PRICE FALL CLAUSE:-

The prices under a rate contract will be subject to price fall clause. The price charged for the **Refined Fortified Edible Oil (Ground Nut)** supply under the contract by the successful bidder will in no event exceed the lowest price at which the successful bidder sells the **Refined Fortified Edible Oil (Ground Nut)** of identical description to any other person in the state during the period of contract.

- a) If at any time, during the said period the contractor reduces the sale price of such **Refined Fortified Edible Oil (Ground Nut)** or sells such **Refined Fortified Edible Oil (Ground Nut)** to any other person/ organization/Undertaking in the State at a price lower than the price chargeable under the contract he will forthwith notify such reduction of sales to the Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited, Jaipur and the price payable under the contract for the **Refined Fortified Edible Oil (Ground Nut)** supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The successful bidder will furnish certificate in the manner required by the Managing Director to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.
- b) **The successful bidder(s) will endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.**
- c) If at any time during the period of contract, the price of bided items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder will be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

59. EXTENSION CLAUSE:-

The existing rate contract may be extended for a period not exceeding **three** months on existing terms and conditions of the Bid. But extension will not be claimed as a right. It will be solely at the discretion of the Corporation.

60. DEBARRING AND RECOVERY OF LOSSES:-

In the event of failure by the bidder at any stage of Bid process the Bid security or performance security or bills of supply will be forfeited apart from cancellation of award of contract and debarring of the firm/bidder.

61. RECOVERIES CLAUSE:-

- (i) Recoveries of liquidated damages, short supplies, rejected /substandard goods will ordinarily be made from the bills, such amount may also be recovered from any other untied dues & performance security available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.



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- (ii) Any recovery on account of L.D. charges/ risk & cost charges in respect of previous rate contracts/ supply orders placed on them by the corporation can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with corporation against previous rate contract/ supply orders. Firm will submit details of pending amount lying with corporation but decision of M.D., RSFCSC (Jaipur) regarding authenticity of sum payable will be final.

62. SUBLETTING:-

The supply contract awarded should be executed by the successful bidder only and subletting any of the functions under the contract is not permitted.

63. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:-

i. Filing an appeal:-

The Designation and address of the First Appellate Authority is Principle Secretary, Food and Civil Supplies Department , Government of Rajasthan.

The designation and address of the Second Appellate Authority is Hon'ble Minister, Food, Civil Supplies and Consumer Affairs Department, Rajasthan Jaipur. **(First & Second Appellate Authority may be changed depending upon the directions of the Finance Department).**

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 there under, 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 ground 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.

- ii. The Officer to whom an appeal is filed under Para (i) will deal with the appeal as expeditiously as possible and will endeavour to dispose it off within thirty days from the date of the appeal.
- iii. If the officer designated under Para (i) fails to dispose off the appeal filed within the period specified in Para (ii), 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



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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.

iv. Appeal not to lie in certain cases:-

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision 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.

v. Form of Appeal:-

- (a) An appeal under Para (i) or (iii) above will be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal will 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.

vi. Fee for filling appeal:-

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will be non-refundable.
- (b) The fee will 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 (RSFCSC).

vii. Procedure for disposal of appeal:-

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will 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, will,-
 - (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 will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above will be placed on the State Public procurement portal.



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64. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:-

Any person participating in a procurement process will-

- 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 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 any-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 part 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.

65. 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.

A bidder may be considered to be in conflict of interest with one or more parties in 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



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- 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.

66. SAVING CLAUSE:-

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

67. FORCE MAJEURE:

Notwithstanding the provisions of Clauses No.52, 54, 55 and 60, the supplier shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure

For purpose of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure event.

68. AGREEMENT:-

All successful bidders should execute agreement immediately by furnishing the performance security as prescribed within seven (7) days as per the terms & conditions on Rs.5000/- non judicial stamp paper. In the event of failure to execute the agreement, the performance security or Bid security as the case may be stand forfeited apart from cancellation of supply contract to contract besides debarring of the bidder and Corporation is entailed to collect liquidated damages if any from the bidder for his failure to comply with the terms and conditions of the Bid.

69. ARBITRATION:-

In case of any dispute arising between the bidders and the purchasing authority, the Principle Secretary cum Chairman, RAJASTHAN STATE FOOD & CIVIL

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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SUPPLIES CORPORATION LIMITED will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

70. INDEMNIFICATION:-

The bidder shall indemnify the corporation against all claims which may arise in supply of inferior and low quality of **Refined Fortified Edible Oil (Ground Nut)** not conforming to prescribed specifications.

The bidder shall agree to indemnify corporation against, and to reimburse corporation for, and to our option, to defend corporation against, all damages for which it is held liable to in any proceeding arising out of use of **Refined Fortified Edible Oil (Ground Nut)** under "RAJ Brand", pursuant to and in compliance with this Bid/Agreement, and for all costs corporation reasonably incur in the defense of any such claim brought against corporation or in any such proceeding in which corporation is named as a party, including reasonable attorney's fees, provided that corporation has timely notified us of such claim or proceeding. The approved supplier will indemnify the RSFCSC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

71 JURISDICTION:-

In the event of any dispute arising out of the Bid or orders such dispute would be subject to the jurisdiction of the Courts of Jaipur or Honorable High Court (Jaipur Bench only)

Signature of Bidder with Seal



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Annexure 'A'

Declaration by the Bidder regarding Qualifications

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

In relation to my/our Bid submitted to..... for procurement of in response to their notice inviting Bids No. Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the bidding Document issued by the procuring entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the bidding document, which materially affects fair competition.

Date:

Place:

Signature of bidder

Name

Designation:

Address:

Signature of Bidder with Seal



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ANNEXURE 'B'

Declarations and Undertaking for monthly Capacity & supply commitment

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

1. We..... (Name of firm) do hereby undertake that we have installed manufacturing capacity of **Refined Fortified Edible Oil (Ground Nut)** in the Bid has detailed below:-

2.

S. No.	Refined Fortified Edible Oil (Ground Nut)	Monthly Capacity in K. LITRES	Monthly Supply Commitment to RSFCSC in K. LITRES	Annual Supply Commitment to RSFCSC in K. LITRES
1	2	3	4	5
1				
2				
3				

2. We certify that the rates are reasonable & not sold on lower rates to anyone than charge from this institution.
3. (a) We do hereby undertake that our company/firm has not been blacklisted/banned by any Govt. (Government of India/State Govt.) & their subordinate departments for participation/submission of Bids.
- (b) We do hereby undertake that our company/firm has been blacklisted/ banned by..... (Name of Govt./Dept.) & required information as below:
- (i.) Cause of blacklisting/banning/Debarring.
- (ii.) For which item.....:
- (iii.) Period of blacklisting/banning/Debarring.
- (iv.) Latest Status of black listing/banning/Debarring.
4. We hereby confirm that we have deposited all the VAT/Sales Tax / CST as on dated with the Department. No VAT/CST is due on M/s..... as on dated
5. If this declaration is found to be incorrect, then without prejudice to any other action that may be taken against us, the Bid if and to the extent accepted may be cancelled and the amount of bid security/performance security may be forfeited.

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal

Place :

Date :

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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ANNEXURE 'C'

ANNUAL TURNOVER STATEMENT

(On Rs.100/- non judicial stamp paper duly attested by Notary Public)

The average annual turnover of M/s. _____ address
_____ for the past three years are given
below and certified that the statement is true and correct.

S. No.	Financial Years	Refined Edible Oil (Ground Nut) - Turnover in Lacs (Rs)
1.	2013-14	-
2.	2014-15	-
3.	2015-16	-
Total		- Rs. _____ Lacs

Average turnover per annum - Rs. _____ Lacs

Date

Signature of Auditor/Seal
Chartered Accountant
(Name & Address)

Tel. No.

Mob. No.



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ANNEXURE 'D'

STATEMENT OF PAST SUPPLIES AND PERFORMANCE

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

We..... (Name of firm) do hereby undertake that we have supplied

Refined Fortified Edible Oil (Ground Nut) as per details given below:-

Calendar Year	Order placed by [full address of purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of Refined Edible Oil (Ground Nut)	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Refined Edible Oil (Ground Nut) been supplied satisfactory?
				As per contract	Actual		
1	2	3	4	5	6	7	8
2013-14							
2014-15							
2015-16							

Note:-

1. It should be notarized and submitted with technical Bid.
2. The above information may be verified from relevant documents of bidder.

Place :

Date :

(Name)
Signature of
Bidder with
Seal



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ANNEXURE 'E'

Affidavit regarding compliance to Terms & Condition of Bid

(On Rs.100/- non judicial stamp paper duly attested by Notary Public)

Bidder's Name:.....

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid document including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all general terms & conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certified that Biding firm has not been banned by any Government Department of the State / PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Name of Bidder with Signature and Seal

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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ANNEXURE 'F'

Declaration of Plant & Machinery, No. of employees, factory area etc.

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

- (i) List of Plant & Machinery available for production of **Refined Fortified Edible Oil (Ground Nut)**.

(Names should be invariably mentioned)

- (iii) Area of unit with working space & authority letter of allotment.

- (iv) Stock position of raw material as on.....

S.No.	Raw material	Stock quantity.
-------	--------------	-----------------

---	-----	-----
-----	-------	-------

- (vi) Man power status (as on.....). Numbers

- (vii) Quality control lab and list of equipment for quality control measures.

(Names of Lab. equipments should be mentioned)

- (Viii) Any other relevant details

(Name)
Signature of
Bidder with Seal



RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LTD.

(A State Government Undertaking)

Head Office: 501, 5th floor, Kisan Bhawan, Lalkothi, Tonk Road, Jaipur-302015

Phone: Gen. 0141-2744649, 2744692 Fax No. 0141-2741924, E-Mail: rsfsc@gmail.com, website: www.rsfsc.org

ANNEXURE 'G'

PRE- STAMP RECEIPT

We received an amount of Rs..... from The Managing Director, Rajasthan State Food and Civil Supplies Corporation Ltd, Jaipur, through DD/BC No.dated..... or RTGS etc. as details for payment is given below:

1. Name of supplier.....
2. Name & address of Firm.....
3. Name of bank & branch.....
4. Bank a/c type: Saving/Current/Over Draft/.....
5. Bank a/c number.....
6. Bank branch MICR Code.....
7. RTGS/IFCS Code.....
8. NEFT/IFSC Code.....
9. PAN NO.
10. Bank contact person's name & Mobile no. :

This amount is received against refund of Bid security of Bid no.dated and sanction No. Dated

Signature of Authorized Signatory

Name of Signatory

Designation with seal

Place :

Date :



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Annexure-H

Food Safety and Standards Regulations, 2011

Groundnut oil (Moonghali ka tel) :

Groundnut Oil means the oil expressed from clean and sound Groundnuts (*Arachis hypogoes*). It shall be clear, free from rancidity, suspended or other foreign matter, separated water, added colouring or flavouring substances or mineral oil. It shall conform to the following standards:-

Butyro- refractometer reading at 40 ° C	54.0 to 57.1
OR	
Refractive Index at 40 ° C	1.4620 to 1.4640
Saponification value	188 to 196
Iodine value	85 – 99
Unsaponifiable matter	Not more than 1.0 percent by weight
Acid value	Not more than 0.5
Moisture	Not more than 0.1 %
Bellier test (Turbidity temperature Acetic acid Method)	39.0 ° C to 41.0 ° C
Test for Hydrocyanic Acid	Negative
Test for aregemone oil shall be	negative

However, it may contain food additives permitted in these Regulations and Appendices.

Micronutrients:

S. No	Particulars/ Fortificant Chemicals	Level of fortification	
1	Vitamin 'A' (Retinyl Acetate, Retinyl Palmitate, Retinyl propionate)- Minimum	750 µg per 100 gms (not less than) as Retinol	
2	Vitamin 'D'- (Vitamin D ₂ . Ergocalciferol, Minimum	5.0 µg per 100 gms (not less than) expressed as Ergocalciferol	

Further, if the oil is obtained by the method of solvent extraction and the oil imported in to India whether obtained by solvent extraction or otherwise, it shall be supplied for human consumption only after refining and shall conform to the standards laid down under regulation 2.2.1(16). The oil so refined shall not contain Hexane more than 5.00 ppm.



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Annexure "I"

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No.of

Before the(First/Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

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

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

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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Annexure-J

List of Districtwise FPS

क्र. सं.	नाम जिला / संभाग	उचित मूल्य दुकानों की श्रेणी अनुसार स्थिति							आपूर्ति की जाने वाले Refined Fortified Edible Oil (Ground Nut) की न्यूनतम मासिक मात्रा (लिटर में)
		शहरी		ग्रामीण		दुल			प्रति दुकान पर 5 लिटर मात्रा के आधार पर
		सहकारी	निजी	सहकारी	निजी	सहकारी	निजी	योग	
1	2	3	4	5	6	7	8	9	10
1	अजमेर	23	478	119	525	142	1003	1145	5725
2	अलवर	19	152	83	843	102	995	1097	5485
3	बांसवाडा	2	48	76	523	78	571	649	3245
4	बांरा	10	66	21	459	31	525	556	2780
5	बाडमेर	2	105	206	739	208	844	1052	5260
6	भरतपुर	9	197	50	640	59	837	896	4480
7	भीलवाडा	29	112	306	403	335	515	850	4250
8	बीकानेर	24	279	64	456	88	735	823	4115
9	बूंदी	3	90	38	270	41	360	401	2005
10	चित्तौडगढ	12	95	92	465	104	560	664	3320
11	चूरु	9	219	122	595	131	814	945	4725
12	दौसा	2	65	86	585	88	650	738	3690
13	धौलपुर	18	45	40	339	58	384	442	2210
14	डूंगरपुर	8	52	109	385	117	437	554	2770
15	श्रीगंगानगर	46	194	99	362	145	556	701	3505
16	हनुमानगढ	33	174	37	432	70	606	676	3380
17	जयपुर	15	745	123	927	138	1672	1810	9050
18	जैसलमेर	8	24	29	264	37	288	325	1625
19	जालौर	6	54	132	428	138	482	620	3100
20	झालावाड	5	88	51	458	56	546	602	3010
21	झुन्झुनूं	5	153	67	559	72	712	784	3920
22	जोधपुर	285	361	48	658	333	1019	1352	6760
23	करौली	6	73	84	418	90	491	581	2905
24	कोटा	34	296	64	254	98	550	648	3240
25	नागौर	6	204	88	939	94	1143	1237	6185
26	पाली	7	155	188	433	195	588	783	3915
27	प्रतापगढ	1	19	54	273	55	292	347	1735
28	राजसमंद	7	46	64	384	71	430	501	2505
29	सीकर	2	237	75	586	77	823	900	4500
30	सिरोही	5	67	62	288	67	355	422	2110
31	सवाईमाधोपुर	2	95	24	451	26	546	572	2860
32	टोंक	1	109	60	388	61	497	558	2790
33	उदयपुर	34	146	175	780	209	926	1135	5675
महायोग		678	5243	2936	16509	3614	21752	25366	126830



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Appendix-K

Performa for Laboratory Test report of fortified Refined Edible Oil (Groundnut)

1. Test Report No.
 2. Lab. ID No.
 3. Sample submitted by/ Address
 4. Marking/Batch/Lot No.
 5. Date of receipt of sample
 6. Date of analysis
- I. Description
- II. Physical Appearance/characteristics:
- III. Chemical Analysis:**

S. No	Parameters	Standards	Test Result	Remarks
1	2	3	4	5
i	Butyro –refractometer reading at 40°C OR 'Refractive Index at 40°C	54.0 to 57.1 1.4620 to 1.4640		
ii	Saponification Value	188 to 196		
iii	Iodine Value Poly bromide test shall be negative	85 - 99		
iv	Unsaponifiable matter	1.0 percent Max.		
v	Acid value	0.5 Max		
vi	Bellier test (Turbidity temperature Acetic acid Method)	39.0 °C to 41.0 °C		
vii	Test for Argemone Oil	Negative		
viii	Test for Hydrocyanic Acid	Negative		
ix.	Moisture	0.1 Max.		

Micronutrients:

S. No	Particulars/ Fortificant Chemicals	Level of fortification		
1	Vitamin 'A' (Retinyl Acetate, Retinyl Palmitate, Retinyl propionate)- Minimum	750 µg per 100 gms (not less than) as Retinol		
2	Vitamin 'D'- (Vitamin D ₂ , Ergocalciferol, Minimum	5 µg per 100 gms (not less than) expressed as Ergocalciferol		

Further, if the oil is obtained by the method of solvent extraction and the oil imported in to India whether obtained by solvent extraction or otherwise, it shall be supplied for human consumption only after refining and shall conform to the standards laid down under regulation 2.2.1(16). The oil so refined shall not contain Hexane more than 5.00 ppm.

Opinion:

Date:

Signature

Laboratory In-charge

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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Annexure-L

TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of **Refined Fortified Edible Oil (Ground Nut)** of specified quality at the rate quoted by me/us at the destinations specified by Corporation and as per the annexure of Bid document specifications prescribed by the Corporation.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid etc., and the instructions issued by the Managing Director, Rajasthan State Food & Civil Supplies Corporation Limited from time to time.

I/We hereby affirm that the Corporation is at liberty to take action against me/us as per the terms and conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE BIDDER
NAME:

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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Annexure-M

FINANCIAL UNDERTAKING

(On Rs.100/- non judicial stamp paper duly attested by Notary Public)

I/We have clearly understand all the terms and conditions of the Bid and agreement etc. and agree to undertake the supply of **Refined Fortified Edible Oil (Ground Nut)** as per specifications mentioned at annexure of the Bid document out of current seasons production at the rate quoted by me/us at the destinations specified by Corporation.

I/We will assure that I/We will strictly abide by the terms and conditions of the Bid, agreement and the Managing Director of Rajasthan State Food & Civil Supplies Corporation Limited from time to time.

I/We will furnish the prescribed performance security amount of 5% on the total value of the cost of the quantity for supply, within seven (7) days of the acceptance of my our Bid and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the Bid and my/ our Bid security stand forfeited if I/ we fall to furnish the prescribed performance security and also enter into agreement within seven (7) days of acceptance of my/our Bid and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our performance security deposit or any amount available with the Corporation are liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

SIGNATURE OF THE BIDDER

NAME:

ADDRESS:



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Annexure-N

AGREEMENT

On Rs.5,000/- Non Judicial Stamp Paper

1. An agreement made this _____ day of _____ between _____ (hereinafter called "the approved supplier", which expression will, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and Rajasthan State Food & Civil Supplies Corporation Ltd., 5th Floor Kisan Bhawan, Lal kothi, Tonk Road, Jaipur, Rajasthan. (herein after called "RSFCSC" which expression will, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas "the approved supplier", has agreed with RSFCSC to supply **Refined Edible Oil (Ground Nut) Fortified with Vitamin A & D** to the destinations mentioned in Bid document throughout Rajasthan, set forth in the schedule appended hereto in the manner set forth in the conditions of the Bid and contract appended herewith and at the rates set forth in column _____ of the said schedule.
3. (i) And whereas "the approved supplier", has deposited a sum of Rs. _____ in _____/ Bank Draft/ Banker Cheque No. _____ dated _____.
or
(ii) Bank guarantee/s of a scheduled bank. It will be got verified from the issuing bank. Other conditions regarding bank guarantee will be same as mentioned in the rule 42 for Bid security.
or
(iii) Fixed deposit receipt (FDR) of a scheduled bank. It will be in the name of RSFCSC on account of "the approved supplier", and discharged by the "the approved supplier", in advance. RSFCSC will ensure before accepting the Fixed Deposit Receipt that "the approved supplier", furnishes an undertaking from the bank to make payment/premature payment of the fixed deposit receipt on demand to the RSFCSC without requirement of consent of "the approved supplier", concerned. In the event of forfeiture of the performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As Security for the due performance of the aforesaid agreement which has been formally transferred to the RSFCSC.

4. Performance security furnished in the form specified in above clause (ii) & (iii) of S.No. (3) will remain for a period of 180 (One Hundred Eighty) days beyond the date of completion of all contractual obligations of "the approved supplier", including warranty obligations and maintenance and defect liability period.
5. The conditions of the Bid and contract for open Bid enclosed to the Bid 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. Letters Nos. _____ received from bidder and letters nos. _____ issued by the RSFCSC and appended to this agreement will also form part of this agreement.

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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- (a) The RSFCSC do hereby agree that if "the approved supplier", will duly supply the **Refined Fortified Edible Oil (Ground Nut)** in the manner aforesaid observe and keep the said terms and conditions, the RSFCSC 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. Demand Draft from any Nationalized Bank.
 2. RTGS
6. The supply of **Refined Fortified Edible Oil (Ground Nut)** will be effected and completed within the period noted below from the date of supply order:-

S.No.	Name of Item	Quantity	Delivery period

- a. In case of any delay in the delivery period, the recovery of liquidated damages will be made from the bidder of the value of **Refined Fortified Edible Oil (Ground Nut)** which the "the approved supplier", has failed to supply on the basis of following percentages:-

No.	Condition	L.D.%
a	Delay up to one fourth period of the prescribed period of delivery.	2.5%
b	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery.	5.0 %
c	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery.	7.5 %
d	Delay exceeding three fourth of the prescribed period of delivery.	10%

Note :

- i. Fraction of a day in reckoning period of delay in supplies will be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages will be 10%.
- iii. If the "the approved supplier", requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he will apply in writing to the RSFCSC which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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- b. Delivery period may be extended with or without liquidated damages if the delay in the supply of **Refined Fortified Edible Oil (Ground Nut)** is on account of hindrances beyond the control of "the approved supplier".

7. REMITTANCE OF MARGIN MONEY/COMMISSION:-

The Approved supplier will have to invariably remit/deposit margin money/Commission (difference of approved rate and sale price fixed for FPS dealer) to Corporation by the 10th day of next month in RSFCSC Account. The bidder will have to inform the concerned Manager Civil Supply of the District and to Corporation Head Office by e-mail/fax. In case of any delay in the remittance of margin money to RSFCSC beyond the specified date, penal interest @18% will be chargeable for such delay.

8. INDEMNIFICATION:-

The bidder shall indemnify the corporation against all claims which may arise in supply of inferior and low quality of **Refined Fortified Edible Oil (Ground Nut)** not conforming to prescribed specifications.

The bidder shall agree to indemnify corporation against, and to reimburse corporation for, and to our option, to defend corporation against, all damages for which it is held liable to in any proceeding arising out of use of **Refined Fortified Edible Oil (Ground Nut)** under "RAJ BRAND", pursuant to and in compliance with this Bid/Agreement, and for all costs corporation reasonably incur in the defense of any such claim brought against corporation or in any such proceeding in which corporation is named as a party, including reasonable attorney's fees, provided that corporation has timely notified us of such claim or proceeding. The Approved Supplier will indemnify the RSFCSC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

9. JURISDICTION:-

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement will be decided by the RSFCSC and the decision of the RSFCSC will be final.

Now these presents witness

In witness where of the parties here to have set their hands on the..... day of2017

For and on behalf of RSFCSC

For and on behalf of approved supplier

Managing Director

Date

Date

Witness : 1

Witness : 1

Witness :2

Witness :2

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)



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FINANCIAL BID

(Financial Bid should be submitted in a separate envelop. It should not be submitted with technical Bid otherwise Bid will be rejected)

Financial Bid should be quoted for supply of **Refined Edible Oil (Ground Nut) fortified with Vitamin A & D** per litre inclusive of cost of packing in 1000 Mls (1 litre) in Polyethylene Terephthalate (PET) opaque bottles/ pouches and packing/ forwarding in 5 Litres Cartoons, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, and any other statutory taxes applicable from time to time, if any, transit insurance, including the transportation loading and unloading charges except VAT & CST to the specified destinations as per Annexure-J. Rate per Kg will not be quoted in fraction of paise except VAT & CST.

RATE FOR SUPPLY OF REFINED FORTIFIED EDIBLE OIL (GROUND NUT) AT DESTINATIONS AS PER ANNEXURE 'J'

Name of the bidder:.....

(Amount in Rupees)

Supply of Refined Fortified Edible Oil (Ground Nut)	Approx. quantity of Refined Fortified Edible Oil (Ground Nut)	Quantity offer for supply in K. LITRES	Rate * of supply of Refined Fortified Edible Oil (Ground Nut) in 1000 Mls (1 Litre) packing at FPS (Door Step Delivery)	
			In figures	In words
1	2	3	4	5
FPSs of Rajasthan State	125 K. Litres per Month		*Net Rate	
			VAT	
			CST	
			Total	

Note:

The rate should be quoted only in Indian Rupee on e-procurement website in BoQ format (Not to be given in physical mode).

1. In case of discrepancy between the prices quoted in words and figures, lowest of the two will be considered.
2. *The rate should be supply of Refined Edible Oil ((Ground Nut)-Kachchi Ghani) fortified with Vitamin A & D per Litre inclusive of cost of poly packing in 1000 Mls (1litre) PET opaque bottles/ pouches and packing/forwarding in 5 Litres Cartoons, Customs Duty, Excise Duty, Cess, Education Cess, Additional Cess, and any other statutory taxes applicable from time to time, if any, transit insurance, including the transportation loading and unloading charges except VAT & CST to the specified destinations as per Annexure-J except VAT & CST. Rate per Kg will not be quoted in fraction of paise except VAT & CST.

Signature of bidder with seal

Girish Malhotra
Manager (Fin.)

Tulsi Khajotia
Manager C.S.

Preeti Mathur
GM (Mktg)