



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-टेंडर (e-Tender)

Tender Form for Supply of Sugar upto KVSS/Bhandar Godowns in All Rajasthan (Two Bids System)

Tender form Cost Rs. 5000/- (Non-Refundable)
RISL Processing Fees Rs. 1000/- (Non-Refundable)
Bid Security Rs. 1,00,00,000 (Refundable)

S.No.	Subject	Date	Time
1	Publishing Date	15.09.2017	3.00 P.M.
2	Document Download Start Date	15.09.2017	5.00 P.M.
3	Pre bid conference	20.09.2017	3.00 P.M.
4	Document Download End Date	03.10.2017	6.00 P.M.
5	Bid Submission Start Date	15.09.2017	5.00 P.M.
6	Bid Submission End Date	03.10.2017	6.00 P.M.
7	Technical Bid Opening Date	05.10.2017	3.00 P.M.
8	Submission of Demand Draft / Banker Cheque of Tender Cost (including processing Fees) and Bid security in physical form & 3 sealed samples upto	05.10.2017	12.00 A.M

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Ref. : F-68 /RSFCSC/Sugar/2016-17/

Date :

E-Tender Notice

For Supply of Sugar upto KVSS Godowns in All Rajasthan

Single Stage, Two-envelopes unconditional Bids are invited from Sugar Manufacturers/Wholesalers/suppliers/traders for the procurement of **ISS GRADE S- 30/ S-31 SUGAR** out of 2015-16 , 2016-17 & 2017-18 season's production on rate contract for twelve months (April, 2017 to March, 2018) as listed below:

S. No	Name of Article	Specifications (with reference to BIS Code, Patent, ISO, Agmark, Part No. etc.)	Quantity	Amount of Bid Security (Rupees)	Validity period of Bids	Place of Delivery and Delivery Period
1.	Sugar ISS grade S-30/ S-31 (Manufactured by Sulphatation process)	ISS grade S-30/ S-31 Sugar Manufactured by Sulphatation process (As per Annexure-M of bid/tender document)	11185.20 M.T. for twelve months (April, 2017 to March, 2018 – 932.10 M.T. per month)	1,00,00,000/-	As per bid condition	All KVSS as per Annexure-L

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

• Tender Document Download Start Date	15.09.2017	5.00 P.M.
• Bid Submission Start Date	15.09.2017	5.00 P.M.
• Bid Submission End Date	03.10.2017	6.00 P.M.
• Technical Bid Opening Date	05-10-2017	3.00 P.M.
• Submission of Demand Draft / Banker Cheque of Tender Cost (including processing Fees) and Bid security in physical form and 3 sealed samples of Sugar upto	03.10.2017	11.00 A.M.

For details visit our website www.rsfcsc.org / www.food.rajasthan.gov.in/ <http://sppp.raj.nic.in>. or contact Managing Director, Rajasthan State Food & Civil Supplies Corporation Ltd., Lal kothi Kisan Bhawan, Jaipur-302015 at the telephone number 0141-2744692/2744423/2744484

Terms & Conditions:-

1. The Tender Document is not transferable under any circumstances.
2. Tender shall be submitted online only through www.eproc.rajasthan.gov.in. The interested bidders shall have to be enrolled/registered with portal of www.eproc.rajasthan.gov.in for participating in the Bidding process.
3. No physical/offline Bid shall be accepted.
4. The Bid Security, shall be in the form of Demand Draft/ Banker Cheque/Bank guarantee (form enclosed) of Scheduled Bank drawn in favor of "Rajasthan State Food & Civil Supplies Corporation Ltd." payable at Jaipur, Processing fees shall be in the form of Demand Draft/Banker Cheque of Scheduled Bank drawn in favour of MD, RISL payable at Jaipur and Tender cost should be in the form of DD/BC in favor of RSFCSC Ltd payable at Jaipur, shall be submitted in the office of the Managing Director, Rajasthan State Food & Civil Supplies Corporation Ltd., 501, 5th Floor, Kisan Bhawan, Lalkothi, 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 shall be paid by the Bidder.
7. Conditional tenders and casual letters sent by the contractors will not be accepted.
8. Bidders are requested to read the instruction in the Technical document / Bid before submitting the Bid online.
9. The 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.

Managing Director



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Instruction to bidders for online submission of e-tender

1. The bidder who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this tender will have to be registered on <http://eproc.rajasthan.gov.in>. To participate in online tenders, 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 AM to 6 PM on all working days) email : eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.
3. Bidder shall submit their offer on-line in electronic formats both for technical and financial proposals; however DD/Banker Cheque for Tender Fees, Processing Fees and Bid Security should be submitted manually in the office of Tendering Authority (Rajasthan State food & Civil Supplies Corporation Ltd.) before scheduled date & time as mentioned in NIT. Scanned copy of DD should be uploaded along with the online Bid.
4. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the Bidder.
5. Training for the bidders on the usage of e-Tendering 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-tendering process.
7. **Potential bidders may seek clarification, in case of any doubt in writing in respect of bid document latest by 19.09.2017. However, a pre bid conference in this connection will be held on 20.09.2017 at 3 P.M. in Corporation Head office at 5th Floor, Kisan Bhawan, Lal Kothi, Jaipur. The prospective bidders (sugar manufacturers/ Wholesalers/suppliers/traders) 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>, www.eproc.rajasthan.gov.in**
8. Bidders shall 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 tender fee in favor of "Rajasthan State Food & Civil Supplies Corporation Ltd.", payable at Jaipur.**



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b. Scanned copy of DD/Banker's Cheque/Bank Guarantee for Bid Security in favor of "Rajasthan State Food & Civil Supplies Corporation Ltd.", payable at Jaipur.

c. Scanned copy of DD/Banker Cheque for Processing Fees in Favor of MD, RISL payable at Jaipur

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

Scanned copy (signed & sealed) of the Technical Bid (Page No. 5 to 27) along with the supporting papers (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/percentage in following BoQ as per enclosed technical specifications of sugar:-

S. No.	Schedule No.	Description of Work
1	BoQ	e-tender for supply of Sugar

Bidders shall 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 last date and submit their tender/bid at the earliest.

The Corporation shall not be responsible for any inconvenience in website and no extension in deposition of Tender/bid be allowed for any bidder.



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TECHNICAL BID-CHECK LIST

CHECK LIST No.	Particulars	Enclosed (Yes/No)	Page No
1	Bidder should have three years experience in manufacturing/distribution/selling of sugar		
2	Minimum average annual turnover for last three years is Rs. 200 (Two hundred) Crores in food products . In case of traders at least Rs. 100 crore should be for sugar business. The turn over statement (Annexure-F) duly certified and signed by Chartered Accountant & Attested by Notary Public shall be submitted along with bid; failing which bid shall be rejected.		
3	Minimum Net worth of the supplier should be Rs. 10 (ten) Crores as on 31.03.2016		
4	Bidder should submit last three Years audited balance-sheet. (Attested by Notary Public.)		
5	Copy of PAN & GST Number with attested copy of relevant certificate. Duly Attested by Notary Public.		
6	The Bidders shall have to submit a valid 'VAT' clearance certificate from the concerned Commercial Taxes Officer upto 31.03.2016. (Attested by Notary Public.)		
7	Attested copy of Registration Certificate issued by Competent Authority. Duly Attested by Notary Public.		
8	Certificates/License/Documents which are required should be complete and updated.		
9	List of Retail Network in Rajasthan with Name, Address & Telephone Number if any.		
10	Annexure A (Compliance with the Code of Integrity and No Conflict of Interest)		
11	Annexure B (Declaration by Bidder regarding Qualifications)		
12	Annexure C (Grievance Redressal during Procurement Process)		
13	Annexure D (Additional Conditions of Contract)		
14	Annexure-E (Declaration of Capacity)		
15	Annexure-F (Statement of Annual Turnover)		
16	Annexure - G (Statement of Past Supplies & Performance { 40 % of the tendered quantity supply should be for Govt./ PSU in the last 2 (two) years }		
17	Annexure - H (Affidavit regarding acceptance of tender terms & conditions)		
18	Annexure-I (Regarding Plant & Machinery & Employees etc.)		
19	Annexure-J (Regarding Pre Stamps Receipts)		
20	Technical Undertaking		
21	Financial Undertaking		
22	Minimum Net worth Certificate		
22	Attach 3 (three) three sealed samples of Sugar with testing report issued by NABL Laboratories (Sample to be deposited physically in RSFCSC, Jaipur Head office 3 days before last date of the tender)		
23	Document from serial No. 1 to 21 should be Attested by Notary Public.		



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E-TENDER FORM FOR SUGAR

e-Tender Notice No.

Bid Security: Rs 1,00,00,000/-

1.	Name of the Firm		_____
2.	Telephone No.	(Off.)_____	(Fax.)_____
3.	Mobile No.		_____
	Email ID		_____
4.	Office Address of the Firm		_____
5.	Address of the Manufacturing Unit		_____
6.	Address of the Packaging Plant		_____
5.	Constitution of the Firm whether Proprietorship/ Partnership/ Company/ Cooperative Society/ Federation		_____
a)	<u>In case of Proprietorship Firm</u>		
	Name, Fathers Name and Residential Address of the Proprietor.		_____
b)	<u>In case of Partnership Firm</u>		
	Name, Fathers Name and Residential Address of all the Partners.		_____
	Note: (Enclose the Registration Certificate from the Register 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)		_____
6)	<u>BANK DETAILS OF BIDDER</u>		
	<i>Banker's Name with Branch</i>		_____
	<i>Account Type</i>		_____
	<i>Account Number &</i>		_____
	<i>Bank IFSC Code</i>		_____
7)	VAT Nos. _____ (alongwith copy of certificate)		_____



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8)	PAN No. of the Bidder TAN No		_____
	(Enclose a certified copy of the same)		
9)	Bid Security of Rs. 1,00,00,000/- deposited vide CR/DD/B.C/B.G No. _____ dated _____ Pay order No. _____ dated _____ drawn on _____ (Name of Bank & Branch).		
	*(To be filled by the Office)		
<u>Signature of the Bidder with Seal</u>			
(Name: -----)			
(Designation -----)			

*Attach separate sheet for details, where required.

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



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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 shall prevail.

e- tenders are invited from Sugar Manufacturers/ Wholesalers/suppliers/traders situated in India for **Supply of ISS GRADE S-30/S-31 Sugar for a quantity of 11185.2 MTs on rate contract** as per ISS specifications prescribed and delivery to the specified Godowns destinations as per annexure 'L'.

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 'F'.
2. Bidder should have minimum average annual turnover of **Rs. 200 Crore** (Rupees two hundred Crores) **in food products** for last 3 years. In case of traders **Rs. 100 Crores** turnover should be exclusively for sugar business.
3. The Supplier/ bidder minimum net worth should be Rs. 10 (ten) Crores as on 31.03.2017. The bidder should have to furnish a certificate to this fact.
4. Bidder should have 3 years experience in manufacturing/ packaging & distribution/selling of sugar.
5. Supplier should have an experience of minimum 2 (two) years of sugar supply to the Govt./Public Sector under PDS and should have supplied at least 40 % of the tendered quantity to the Govt./PSU in the last 2 (two) years.
6. Bidder should submit copy of PAN CARD & GST Number Certificate.
7. Bidder should submit copy of VAT clearance certificate with bid documents.
8. Bidder should submit copy of registration certificate/License/any document which are required for supply of sugar.
9. Bidder should submit name and address of the location of packaging plant with details of concerned person with telephone number and email id etc.
10. Bidder should submit Annexure A to D as per order No. एफ1(8)/वित्त/ साविलेनि/2011 दिनांक 04.03.2013 (परिपत्र संख्या 3/2013) issued by Secretary Finance (Budget), Finance (G&T) Department, Government of Rajasthan.
11. Bidder should submit affidavit regarding that he is not black listed by any government or any public sector undertaking as per Annexure 'B'
12. Bidder should submit performance certificate of last 3 years as per Annexure 'G'.
13. Bidder should submit declaration regarding turnover of the company as per Annexure 'F'.
14. Bidder should submit affidavit regarding compliance of terms & conditions of bid documents as per Annexure 'H'.
15. Bidder should submit declaration regarding plant, machinery & no. of employee as per Annexure 'I', if applicable.
16. Bidder should submit pre-stamps receipts for refund of bid security money of technically disqualify bidders as per Annexure 'J'.



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17. Bidder should submit 3 sealed samples of sugar of each packing with testing report issued by NABL laboratories latest by **3.00 PM on 05.10.2017**.
18. Bidder should submit Evidence for the person signing this proposal to bind Bidder to the proposal and to any contract resulting there from. (If any)
19. Bidder should submit tender form with signature on each page.
20. No Bid will be accepted after due date & time fixed for receiving of tender.
21. If the last date fixed for receiving Bids in the office or 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.
22. The Rajasthan State Food & Civil Supplies Corporation Ltd. reserves the right to reject any or all the Bids without assigning any reason thereof.
23. Validity of bid offer is 3 months (Three months) from the date of opening the tender.
24. E-tender shall be submitted upto date & time as per e-tender notice for supply of Sugar rate contract period for Twelve months (April, 2017 to March, 2018).
25. ***The average annual turnover of bidders*** (Sugar Manufacturers/Wholesalers/ suppliers/ traders) ***shall be as per condition for last three financial years are eligible to participate in the bid. In case of traders the concerned sugar Mills from whom they will be procuring sugar should have permission to Manufacture Sugar from the competent authority.***
26. Bids shall be submitted to M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, JAIPUR through <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan
 - a) Bidders should file Bid duly furnishing the required information as per terms and conditions of Bid document.
 - b) Tenders should be strictly in conformity with prescribed terms and conditions. Tenders should not contain any conditions other than the prescribed terms & conditions. Tenders, who deviate from these terms and conditions, are liable to be rejected.
 - c) Before the last date for the receipt of tender, RSFCSCSCL may amend any of the tender conditions, as may be desired and if such an amendment is absolutely necessary and the same shall be communicated to the Bidder and that will be made available on the website www.rsfcsc.org / www.food.rajasthan.gov.in / [http://sppp.raj.nic.in.](http://sppp.raj.nic.in) / www.eproc.rajasthan.gov.in
 - d) Bidders should be capable of supplying the ordered quantity of Sugar **within 15 days** from the date of issue of supply order and delivery should start within 10 days of the date of supply order and should be completed within 15 days if the allotment is for one month and additional 10 days for each months if allotment is more than one month. The orders shall be issued for supply of sugar for one month or more than one month at a time.
 - e) Sugar Manufacturers/ Wholesalers/suppliers/traders (bidders) who are black listed by the Government of India/any State Government/ any union Territory/ State Agency are not entitled to file the tenders. If the Manufacturer already blacklisted files a Tender in benami name, the tender shall stand rejected apart from forfeiture of EMD furnished.
 - f) Minors are not eligible to file tenders.
 - g) Tender Form is not transferable. Bidders should sign with seal on all pages of the Tender Form.



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27. Bidder is not entitled to withdraw his offer once the tender is filed.
28. The Bidder should submit along with the bids the following certificates for the items Bids
 - (i) The Tender form fee Rs. 5000.00 downloaded from the website shall be submitted in the form of D.D./Banker cheque in favor 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 favor of M.D., RISL payable at Jaipur. The Tender fee, processing fee and Bid Security shall 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 shall 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 FSSAI, BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
 - (iv) Duly attested photocopy of ISO Certificate, if applicable.
 - (v) Average Annual Turnover statement for past three financial years verified by the C.A. and notary public attested.
 - (vi) Copies of Balance Sheet & Profit & Loss statement certified by the Auditor (F.Y. 2014-15, 2015-16 & 2016-17).
 - (vii) Duly attested copy of latest VAT clearance certificate (up to 31.03.2017) from the Commercial Tax Officer of the circle concerned from where supplies will be affected, shall be submitted.
 - (viii) Net worth declaration/certificate as on 31.03.2017.

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.

The concern/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 shall not be eligible to participate in the bid.

N.B.:- BIDDER SHOULD READ THESE TERMS & CONDITIONS CAREFULLY AND COMPLY TO IT STRICTLY WHILE SUBMITTING THEIR TENDERS. IF A BIDDER HAS ANY DOUBT REGARDING THE TERMS & CONDITIONS AND SPECIFICATIONS MENTIONED IN THE TENDER 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 SHALL BE FINAL AND BINDING ON THE BIDDER. THE CLAUSES OF TERMS & CONDITIONS ARE AS FOLLOWS:-

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 document 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.



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- (C) Other than Sales tax clearance certificate, all above mention documents should be under the name & address of premises where the quoted items are actually manufactured.
 - (D) The point of supply within the state of Rajasthan as per Annexure 'L'.
 - (E) Tender will be liable for outright rejection if:-
 - (i) Any rates are disclosed in cover-A.
 - (ii) Any discounts/ special offers are made in cover-A.
 - (F) The Bidder shall submit Profit & Loss account & Balance Sheet and annual turnover statement of the preceding three financial years.
 - (G) 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 License/Acknowledgment of Manufacturing License/EM-II / from Industry Department/DIC/NSIC/ Competent Authority.
 - (iii) Turnover Certificate from C.A.
 - (iv) FSSA/BIS Certificate/License in case of ISI marked items, if applicable.
 - (v) Duly signed scanned copy of in acceptance of terms & conditions.
29. 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.
30. The required Documents (Bid form Fee, Bid Security & RISL Processing Fee) shall be submitted physically in the form of DD/Banker cheque/B.G before as per the last date & time given into Bid document. The bidders shall 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.
- (i) In event of Bid being submitted by proprietary firm tender must be signed by sole proprietor. In event of a partnership firm tender 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.
 - (ii) Any change in the Constitution of the Firm/Company shall be notified forthwith by the contractor in writing to the M.D., RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED, Jaipur and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner/partners shall be accepted in the Firm by the contractor 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 shall bind all of them and will be sufficient to discharge for any of the purposes of the contract.
31. The hard copy of bid documents shall be filled with ink or typed. The Bidder shall 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 shall be uploaded on e-portal **except BoQ**



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32. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

- a) 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.
- b) No bid shall be withdrawn, substituted or modified after the last time and date fixed for receipt of bids as prescribed in www.eproc.rajasthan.gov.in

31. BID SECURITY

- (a) Every Bid should be accompanied by Bid security **for Rs. 1,00,00,000 (Rupees One Crore only) in favour of Rajasthan State Food and Civil Supplies Corporation Ltd. Jaipur**, the bid security may be given in the form of a banker's cheque or demand draft or bank guarantee (Form enclosed) in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid upto Six month from the last date of submission bid. In case of unsuccessful bidder bid security will be returned after the successful bidder executes the agreement bid security will not carry any interest.
- (b) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
- (c) The bid security of unsuccessful Bidder shall be refunded soon after finalization of the tender. Bidder has to produce a pre stamp receipt as per Annexure-J with the bid document.
- (d) The Central Government and Government of Rajasthan undertaking need not furnish any amount of bid security. However, bid securing declaration shall be submitted.
- (e) The bid security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards bid security for the fresh tenders. The bid security may, however, be taken into consideration in case tenders are re-invited for the same item.
- (f) No interest will be paid on Bid Security by the Corporation.

32. FORFEITURE OF BID SECURITY

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

- (a) when the bidder withdraws or modifies its bid after opening of bids.
- (b) When the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period.
- (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when the bidder does not deposit the performance security within specified period: and.
- (e) If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.



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33. GUARANTEE CLAUSE:-

- (i) The Bidder shall 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 purchased and that notwithstanding the fact that the purchaser 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 purchase officer in that behalf will be final and conclusive the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the sellers risk and all the provisions relating to rejection of goods, shall apply. The Bidder shall, if so called upon to do so replace the goods or such portion thereof as is rejected by the Purchase Officer, or its authorized official. Otherwise, the Bidder shall pay such damage as may arise by reason of such breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- ii) The Bidder shall also replace goods in case it is found defective/substandard.

34. MARKING/LOGOGRAM

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



Sugar bags should bear “**GOVERNMENT OF RAJASTHAN (Subsidized Sugar for PDS in Rajasthan)**” or as mentioned in supply order in English/Hindi on each bag, without which the supply will not be entertained.

35. RATES AND COMPARISON OF RATES:

Only net rates should be quoted. No separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the tender and must be offered conforming to the following: -

- (i) (a) Comparison of Rates: - In comparing the rates tendered by firms outside Rajasthan and those in Rajasthan but not entitled to Price Preference under the Rules, the element of Rajasthan Sales Tax shall be excluded whereas that of Central Sales Tax shall be included.
- (b) While comparing the rates in respect of firms within Rajasthan, the element of Rajasthan Sales Tax shall be included.
- (ii) Delivery should be given as directed by M.D., Rajasthan State Food & Civil Supplies Corporation Ltd., Jaipur, **one month/more than one month at a time**, at godowns situated at different places in All Rajasthan as per Annexure 'L' details and rate must be quoted accordingly. The department will not pay cartage or transportation charges.



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- (iii) The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties include GST and surcharge if applicable. If rates are quoted giving any free goods quantity or cash discounts the same shall NOT be considered.
- (iv) GST and surcharge if applicable will be include in net rate.
- (v) The rates must be written both in words and figures. In case of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. There should not be errors or overwriting and corrections, if any, should be made clearly and initialed with dates
- (vi) The Bidder will exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. will not be entertained on account of whatever reasons may be.
- (vii) (A) No paper should be detached from the tender form.
(B) The Bidder shall sign with seal on every page of the bid form and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the bid and upload the same along with bid documents. He should also sign at the bottom of each page of the original bid catalogue, Non receipt of terms and conditions duly signed with the bid shall render the bid to be rejected.
- (viii) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

NOTE: - Specifications in Financial Bid [(BoQ)] should not differ from the original tender catalogue specifications; otherwise bid may liable to be rejected.

36. SUBMISSION OF SAMPLES & DEMONSTRATIONS:

- (i) Samples must be sent of all the quoted items 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 shall not be considered and bid security shall be forfeited. However, RSFCSC may grant extension of time for submission of samples on the request of Bidder.
- (ii) Samples should be strictly according to the item quoted in the tender 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:-
 - (A) Name and full address of the firm.
 - (B) Sugar Quality, date and lot number of manufacturing.
- (iii) 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.



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(iv). Samples without challan will not be accepted.

37. PERFORMANCE SECURITY (P.S.)

- a) Successful Bidder should submit Security Deposit at 5% value of tender document within seven days from the date of acceptance of Bid in the form of
- (i) Demand Draft in favor of Rajasthan State Food & Civil Supplies Corporation Limited, Jaipur payable at Jaipur from any Scheduled Bank.
- Or
- (ii) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security.
- Or
- (iii) Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of RSFCSC on account of "the approved supplier", and discharged by the "the approved supplier", in advance. RSFCSC shall 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 shall 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) of sub-rule (3) shall 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.

- a) Bid Security deposited earlier will be adjustable towards Performance Security as per norms.
- b) If the successful Bidder fails to furnish the security Deposit within the time specified, the Bid Security shall 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.**
- c) The Performance Security Deposit shall 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.
- d) No interest will be paid on the performance security by the corporation.

38. FORFEITURE OF PERFORMANCE SECURITY

Performance Security amount in full or part 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 complete supply satisfactorily.

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



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39. PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

Bidder should offer required quantity at the contracted rate. Corporation will be placing orders for supply to the approved/successful Bidder/Bidders.

- (i) At the time of award of contract, the quantity of Sugar, originally specified in the bidding documents may be increased or decreased. There will not be any minimum quantity guarantee against bid quantity. The tender quantity is only indicative. Actual purchase can be more or less than the bid quantity based on actual consumption during the Rate Contract period. The supplier shall submit the supply commitment quantity in Annexure' E' which will be used for the cases where the actual purchase quantity tends to increase substantially from the bid quantity.
- (ii) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (iii) However a bidder is bound to supply up to the quantity indicated by him in bid document, considering the total production capacity & **capacity dedicated to RSFCSC**. Moreover, the actual purchases beyond Bid quantity may be made keeping in view the supply commitment of bidder to Corporation.

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

40. DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDERS AT THE TIME OF AWARD (IN CASE OF PROCUREMENT OF GOODS):

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted.

41. PARALLEL RATE CONTRACT:

The Corporation will not execute parallel rate contract.



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42. RATE OFFERED

- a) The rate should be per MT. inclusive of cost of packing in 50 Kgs bag, forwarding, incidental or transit charge including transit insurance and any other levies or duties include *GST and surcharge if applicable*. and other statutory taxes applicable from time to time if any, Transit insurance, including the transportation and unloading charges to the specified Godowns destinations as per Annexure- L and shall not be quoted in fraction of paise.
- b) The rate quoted shall 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 entertained.
- 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.
- e) The Bidders should quote their rate in the BoQ "Schedule of Rates" in .xls format attached with the tender. The rates shall be quoted in the figures and if any discrepancy is found in the figures Bidder shall not be allowed to correct such mistake after opening of the tender

43. OPENING OF TENDERS.

- a) e-Technical Bids will be opened at **3:00 P.M on 05.10.2017**.
- b) The Financial Tenders of the qualified Technical only will be considered. Only the successful Bidders in Technical Tenders are eligible to participate in further proceedings.
- c) 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.
- e) The rate accepted is for the supply of contracted quantity in all respects for the Quantity Tendered. 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.
- f) After deciding the Lowest Rate by the Tender 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 Sugar within the time stipulated by the Corporation.
- g) If the date fixed for opening of Tenders happens to be Govt. holiday, the tenders filled online will be opened on the next working day at the same time specified above.
- h) Corporation reserves the right to award the tender in full or in part to one or several parties. The decision of the Managing Director is final and binding on the Bidders.



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- i) Corporation reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the Managing Director in this regard is final and Binding on the Bidder and cannot be called into question.

44. 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 shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.
- b) The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract/Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the Purchaser.

45. FALL CLAUSE:

The price charged for the sugar supply under the contract by the successful bidder/bidders shall in no event exceed the lowest price at which the successful bidder sells the sugar of identical description to any other person in the state (zone of state specified in financial bid) during the period of contract.

- a) If at any time, during the said period of Rate Contract in the State of Rajasthan the contractor reduces the sale price of such sugar or sells such sugar to any other person at a price lower than the price chargeable under the contract he shall 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 sugar supplied after the date of coming into force of such reduction of sale shall stand correspondingly reduced. The successful Bidder shall 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 upto the date of certification.
- b) The successful Bidder (s) shall endorse a certificate on each bill to the effect that the price condition referred to above has been satisfied.
- c) **The existing rate contract may be extended for a period not exceeding six months.**

46. AGREEMENT

All Successful Bidder should execute agreement immediately by furnishing the Security Deposit 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 entitled to collect liquidated damages if any from the Bidder for his failure to comply with the terms and conditions of the Tender. Delay may be condone by the Managing Director.



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47. SPECIFICATIONS

- a) Only good quality of **ISS GRADE of S-30/ S-31 Sugar** strictly conforming to specifications as detailed at Annexure-'M' will be accepted. The stock should be free from artificial color, conforming to fresh current season crop, i.e., out of 2015-16, 2016-17 & 2017-18 season production, free flowing and sparking white. Stocks conforming to the specifications will only be accepted.
- 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) Tender should furnish three samples half a kg. (½ Kg.) each in sealed pet bottles conforming to the specifications prescribed herein, failing which such tender will be rejected.
- d) The sample of the lowest Bidder (L-1) will be sent for analysis to NABL accredited labs or any other govt. labs.
- e) In case of traders, entire tendered quantity of sugar will have to be supplied from not more than three sugar mills.

48. PACKING OF SUGAR

- a) Stocks should be delivered in new polypropylene bags of 50 kg capacity with inner polyethylene lining with machine stitched and should not be opened and toned while transportation of stock to KVSS godowns. There should not be any other marking other than supplier's logo and other detail as mentioned in the contract note.
- b) In case of bidder other than manufacturer, name and address of bidder who has supplied/ marketed sugar should also be printed on the bag. In case of sugar supplied from old stock of already printed bags, then a Post Card size tag/label of cloth using 28" size font printing (in maroon colour) exhibiting all the relevant particulars shall have to machine stitched on each of the bags.
- c) The manufacturers/suppliers will have to comply with all the provisions of Packaging & Commodities Act/ FSSA and will have to invariably mention all the relevant details viz. Name of the manufacturer, date of manufacture, Batch/Lot No., MRP, Best Before use, Logo etc over the sugar bag as per approved design.
- d) If the packing of sugar stock is not as per the requirement and any defect is found in the necessary printed work etc as per Packaged Commodity Act/FSSA and other Rules applicable, then the legal proceedings will be initiated against the relevant supplier and all that stock has to be taken back by the supplier at his own costs and risk and RSFCSC will also recover the penalty.
- e) As per the legal provisions or as per the instructions given by RSFCSC, if any details are required to be printed then it should be added and printed.
- f) Supplier should hand over half a kg (½) of Sugar sample at destination point in sealed pet bottles conforming to the specifications prescribed herein for to be tested at NABL/ Government Labs before payment of supplied sugar.

49. DURATION AND PLACE OF DELIVERY

Ordered quantity of Sugar as per specifications prescribed should start to be delivered within 10 days of monthly order date and should be delivered within 15 days if the



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allotment order is for one month and 10 days for each additional month allotment order at a time at the specified Godowns/ destinations as per annexure 'L'

50. Quality Assurance:-

The bidder shall have to ensure that the quality of Sugar supplied in 50 kgs bags at RSFCSC godowns of all districts strictly conforms to the ISS specification and FSSA standards as per Annexure-M. **In the event of any of the samples taken found to be unsafe, substandard, 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 Sugar at their cost. If any quantity of substandard/ adulterated Sugar can't be replaced/ taken back from the godowns due to its supply to the consumers, then a penalty equivalent to the **10%** or more of the cost of quantity of sugar not replaced/ taken back from that particular Batch/ Lot will be imposed depending upon the discretion of the Corporation.

Further, in the event of any of the sugar samples found sub-standard on testing, improper labeling etc penalty may be imposed to the extent of sugar stock of that particular lot/ batch of the manufacturer company supplied at the RSFCSC godowns as under:

- 1st time failure of sample (sub-standard) : 5% cost of sugar stock
- 2nd time failure of sample (sub-standard) : 10% cost of sugar stock
- 3rd time failure of sample (sub-standard) : 15% cost of sugar stock

51. FURNISHING INFORMATION:-

- a) Supplier shall obtain the details of quantity from this office.
- b) Supplier shall furnish a daily report to the Civil Supplies Manager of District concerned and the Head Office on supply of stocks truck wise and destination wise quantity delivered through e-mail and Fax.
- c) 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.

52. ACCEPTANCE OF STOCKS

- a) Bidder will deliver Sugar at specified destination with Lot wise NABL test report with samples. In the event of supply of stock not conforming to specification such stocks are liable for rejection.
- b) Samples of ½ Kg sugar will be taken by Manager Civil Supplies RSFCSC. Random sampling will also be done by Manager Civil Supplies or at Head Office level from the quantity of sugar supplied. **One sample from a Lot/ Batch in each districts.**



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- c) Corporation will not take any responsibility or otherwise regarding the stocks once the stocks are rejected.
- d) Supply shall be subjected to quality check and the Corporation at its discretion shall 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. The payment will be made as per payment provisions mentioned on **Page No. 23 clause No. 56**.
- e) Fee for testing of sugar sample will be paid by the supplier, if any.

53. LIQUIDATED DAMAGE:

- (i) The time specified for delivery in the bid form shall be deemed to be the essence of the contract and the successful Bidder shall arrange supplies within the period on receipt of order from the Purchasing Officers.
- (ii) In case of extension in the delivery period with liquidated damages the recovery shall 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%**
- (iii) Delay exceeding three- fourth of the prescribed period -**10%**
Fraction of a day in reckoning the period of delay in supplies shall be eliminated if it is less than half a day.
- (iv) The maximum amount of liquidated damage shall be 10%.
- (v) If the supplier requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (vi) 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 shall be recorded while seeking extension.
- (vii) In exceptional hardship cases, the Managing Director of the Corporation shall have the powers to waive the damages/late penalty as stated above.
- (viii) 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 tender 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.
- (ix) 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 supplies without prejudices to other rights and the decision of the Managing Director is final and cannot be called into question. The supplier



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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.

- (x) Notwithstanding anything contained in the terms and conditions of this tender the Managing Director, RSFCSC is the ultimate authority in deciding the recovery of penalty from the supplier taking into account the stock position.
- (xi) The Bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall 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 shall 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.

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

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

55. BLACKLISTING AND RECOVERY OF LOSSES

In the event of failure by the Bidder at any stage of tender process the Bid Security or Performance Security or Bills of supply will be forfeited apart from cancellation of award of contract and blacklisting of the firm/Bidder.



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56. PAYMENT PROVISIONS

- a) The payment of cost at the rate accepted will be made to the supplier for a net quantity of Sugar supplied as follows:
 - I. 70% (Seventy) of payment may be released after receipt of sugar in good condition on the request of the supplier. The supplier will submit Bill & Bilty/Goods Receipt as proof of sugar and Manager KVSS/Bhandar will intimate receipt of sugar in good condition to Manager Civil Supplies RSFCSC of each district.
 - II. Balance 30% (thirty) of bill amount on submission of the bills in duplicate, along with acknowledgements obtained from the Manager KVSS/Bhandar of the unloading point along with stamp receipt, duly verified by the Manager Civil Supplies RSFCSC of the concerned district and receipt of test report of all the samples from all the Lots drawn as per clause 52 (b).
- b) Above a) I and II payment will be made by the Head office of RSFCSC, JAIPUR.**
- c) No advance payment towards costs of sugar will be made to the Bidder.
- d) 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 shall 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.
- e) Fee for testing of Sugar samples will be paid by the suppliers, if any.
- f) In case, any item supplied by the approved firm does not conform to the required standard, the payment thereof, if received by the supplier shall have to be refunded to the indenting officer/M.D., Rajasthan State Food & Civil Supplies Corporation Ltd., Jaipur. The supplier will not have any rightful claim to the payment of cost for substandard supplies which are consumed either in part or whole pending receipt of laboratory test. It may be noted that supply of goods less in weight and volume than those mentioned on the label of the container is an offence and the same will be dealt with in the manner prescribed under the rules.

57. RECOVERIES CLAUSE

- (i) Recoveries of liquidated damages, short supplies, rejected/substandard goods shall ordinarily be made from the bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
- (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 tender after accounting for untied sum or due payment sum lying with corporation against previous rate contract/supply orders. Firm shall submit details of pending amount lying with corporation but decision of M.D., RSFCSC (Jaipur) regarding authenticity of sum payable shall be final.



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58. SUBLETING

The supply contract awarded should be executed by the successful Bidder only. The subletting of supplies from any other Manufacturer/supplier is not permitted.

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

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted and declared successful L-1 bidder. However, when the quantity of the subject matter of procurement is very large may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity of sugar, in such cases, the quantity of sugar may be divided between the bidders, whose bid are accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of bidder whose bid is accepted.

60. GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS:

The Designation and address of the First Appellate Authority is Principal 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).**

i. Filing an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 grounds on which he feels aggrieved:

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

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

ii. The Officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it off within thirty days from the date of the appeal.

iii. If the officer designated under Para (1) fails to dispose off the appeal filed within the period specified in Para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to second Appellate Authority specified in the Bidding Document in this behalf



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within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

iv. Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) 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 (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

vi. Fee for filing appeal

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

vii. Procedure for disposal of appeal

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



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61. COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall-

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit 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.

62. 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.

63. 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 department shall not be required to pay any such charges, if incurred.

Inspection:-

- (i) The material will be supplied according to specifications provided at Annexure 'M' and may be inspected by the authorized person of RSFCSC. In case of BIS Items, inspection shall be strictly as per relevant BIS specifications with latest amendments and 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 agency at the works of the Manufacturer or at site. The supplier shall 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, he will not accept the material and shall notify the defects to the firm and inspecting agency. He shall also simultaneously ask the firm for removal of defect/replacement or refund of its cost as the case may be. The firm shall be bound to replace the defective goods after inspection or remove defects as desired by the Purchase officer.

64. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall 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.



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65. FORCE MAJEURE:

Notwithstanding the provisions of Clauses No. 32, 38, 53, 55 & 57, 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, war 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.

66. INDEMNIFICATION:-

The bidder shall indemnify the corporation against all claims which may arise in supply of inferior and low quality of Sugar 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 Sugar, 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.

67. ARBITRATION

In case of any dispute arising between the bidders and the Purchasing Authority, the Managing Director of RAJASTHAN STATE FOOD & CIVIL SUPPLIES CORPORATION LIMITED will act as the arbitrator, and the decision of the arbitrator shall be final and binding on all the parties concerned.

68. 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 M

SPECIFICATIONS OF ISS GRADE S -30 /S-31 SUGAR

Sugar should be of white crystalline product extracted from sound unfermented and undecayed Sugar cane by Sulphatation process, free from any foreign matter, taste or odour and have the sweet taste characteristic of white sugar whether dry or in solution, it should be sparkling white in color, free flowing, free from dirt and other extraneous contamination for human consumption and specifications as detailed below:

S. NO	SPECIFICATIONS	ISS GRADE SUGAR S – 30 / 31
1	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar Analysis ICUMSA Methods Book
2	Polarization	99.80% Min.
3	Moisture	0.08% Max.
4	Ash content	0.04% Max.
5	Solubility	100%dry and free flowing
6	Granulation	Fine/Crystal
7	Colour	Sparkling Crystal White
8	Iron filings	Nil
9	Sediments	None
10	Smell	Free of any smell
11	Crop	2015-16 & 2016-17 Season crop

Note:

Sugar should conform to the prescribed standard under FSS Act 2006 and regulation 2011.



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TECHNICAL UNDERTAKING

I/We have clearly understood all the terms and conditions of the tender and agreement etc. and agree to undertake the supply of **ISS grade S-30/S-31 Sugar Manufactured by Sulphatation process** at the rate quoted by me/us at the destinations specified by Corporation and as per the annexure of tender document specifications prescribed by the Corporation.

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

I am/we are enclosing the following documents as per the Terms and Conditions of the Tender:

- 1) DD/BC/BG bearing No. _____ Dt. _____ for Rs. _____/- {_____} Drawn on-----
----- Bank towards Bid Security.
- 2) Three samples half a kg. {1/2kg} Each in sealed pet bottles.
- 3) Affidavit attested by a notary to that effect that the Bidder has no past or present criminal record with the Police/Vigilance of CS Dept. /Vigilance and Enforcement Dept. Govt. of Rajasthan or Govt. of any other state /Govt. of India.
- 4) Affidavit stating that the Bidder or any of the partners or Representatives were never blacklisted the civil supplies Corporation/Central Government/any State Government/any Union Territory/State Agency at time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
- 5) Copy of the partnership Deed along with permanent and present addresses of the partners in case of a Firm.
- 6) Copy of the Registration Certificate, if it is firm / Limited Company.
- 7) Copy of Registration Certificate under VAT Act / Sales Tax Act / CST Act renewed up to date.
- 8) Copy of the Registration Certificate with Excise Department.
- 9) Copy of the License Issued by the competent authority.
- 10) Copies of the Income Tax returns for last three years.
- 11) Registration Certificate for Quality Certification by FSSA/ISI or any other Agency.
- 12) Net worth Certificate.

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

**SIGNATURE OF THE BIDDER
NAME:**



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PART - II **PRICE BID**

Price bid should be quoted per M.T. (Metric Ton) inclusive of cost of packing in 50 Kgs PP bag, all taxes & duties include GST etc. if any and cost of Transportation to Villages, Tehsil & District of Rajasthan as per the list enclosed in Annexure 'L'.

The bidder shall quote only one rate per MT. for delivery of **ISS grade S-30/S-31 Sugar Manufactured by Sulphatation process** out of Sugar Production Year 2015-16, 2016-17 & 2017-18.

Corporation (RSFCSC) does not guarantee any volume of quantity. However supply orders will be issued in the lots or consignments and the same is final and shall not be called into question.

RATE FOR SUPPLY OF SUGAR AT DESTINATIONS AS PER ANNEXURE 'L'

Name of the Manufacturer/ Bidder:.....

(Amount in Rupees)

Supply Area of Sugar	Required Quantity of Sugar	Quantity offer for Supply in M.T.s	Net Rate *of sugar per M.T.	
			In figures	In words
1	2	3	4	5
All Rajasthan As per List Annexure "L"	11185.20 M. Tonnes.	11185.20 M. Tonnes		

Note:

1. The rate should be quoted only in Indian Rupee on e-procurement website in BOQ format (No given in physical mode).
2. In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered.
3. * The rate should be per MT. inclusive of cost of packing in 50 Kgs bag, all taxes & duties include GST etc. and other statutory taxes applicable form time to time if any, Transit insurance, including the transportation and unloading charges to the specified Godowns destinations as per Annexure-L and shall not be quoted in fraction of paise.

SIGNATURE OF THE BIDDER



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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 tender and agreement etc. and agree to undertake the supply of ISS Grade Sugar S-30/31 as per specifications mentioned at Annexure-M of the tender document out of current seasons production at the rate quoted by me/us at the destinations specified by Corporation.

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

I/We shall furnish the prescribed Security Deposit 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 tender and enter into agreement. I/We are well aware of the forfeiture clause in the terms and conditions of the tender and my our EMD stand forfeited if /we fall to furnish the prescribed Security Deposit and also enter into agreement within seven (7) days of acceptance of my/our tender 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 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 'A':

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

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall -

- i. 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;
- ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- iv. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vi. not obstruct any investigation or audit of a procurement process;
- vii. disclose conflict of interest, if any; and
- viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

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

Signature of Bidder with Seal



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Annexure 'B'

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:



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: rsfscsc@gmail.com, website: www.rsfcsc.org

Annexure 'C'

Grievance Redressal during Procurement Process

The Designation and address of the First Appellate Authority is Principal 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, Government of Rajasthan.

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued 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 grounds on which he feels aggrieved:

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

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

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

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

(4) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

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



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-
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- (6) **Fee for filing appeal**
- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.
- (7) **Procedure for disposal of appeal**
- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
- i) Hear all the parties to appeal present before him; and
- ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



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FORM No. I
[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



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Annexure 'D'

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



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ANNEXURE 'E'

Declarations and Undertakings (In case of Sugar Mills Only)

(On Non Judicial Stamp Paper worth Rs. 100/- Attested by Notary Public and submitted with Cover- A)

1. We..... (Name of firm) do hereby undertake that we have installed manufacturing capacity of Sugar in the tender has detailed below:-

S. No.	Sugar	Monthly Capacity in all shifts in M.T.	Annual Production Capacity in M.T.	Monthly Supply Commitment to RSFCSC In M.T.	Annual Supply Commitment to RSFCSC In M.T.
1	2	3	4	5	6
2					
3					

2. We certify that the rates are reasonable & not sold on lower rates to anyone than charged/Quoted from RSFCSC.
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 tenders.
- (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 tender if and to the extent accepted may be cancelled and the amount of Earnest Money/Security Money may be forfeited.

Signature of Authorized Signatory

Name and Signature of Bidder

Designation with seal

Place :

Date :



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ANNEXURE 'F'

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	Turnover in Lacs (Rs)	
		Total turn over	Sugar business turn over
1.	2014-15	-	
2.	2015-16	-	
3.	2016-17	-	
Total		-	Rs. _____ Lacs

Average turnover total per annum - Rs. _____
_____ Lacs and average turn over in Sugar business per annum is Rs-----
-----Lakhs

Date

Signature of Auditor/Seal
Chartered Accountant
(Name & Address)
Tel. No.
Mob. No.



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ANNEXURE 'G'

**(On Rs.100/- non judicial stamp paper duly attested by Notary public)
STATEMENT OF PAST SUPPLIES AND PERFORMANCE**

We..... (Name of firm) do hereby undertake that we have supplied
Sugar as per details given below:-

Calendar Year	S. No	Order Placed by [full address of Purchaser with telephone & Fax no.]	Order No. and Date	Description and quantity of ordered goods	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the Sugar been supplied satisfactory?
					As per contract	Actual		
2014-15								
2015-16								
2016-17								

Note:-

1. It should be notarized and submitted with technical bid.
2. At least 20% of the quantity specified in the NIB in any last three financial years (2014-15 to 2016-17).
3. The above information may be verified from relevant documents of Bidder.

Place :

Date :

(Name)
Signature of
Bidder with
Seal



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ANNEXURE 'H'

**Affidavit regarding compliance to Terms & Condition of Tender
(On Rs.100/- non judicial stamp paper duly attested by Notary public)**

Bidder Name:

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

Having perused the subject tender with all amendments (wherever applicable). I/We hereby confirm unconditional acceptance and compliance to abide by all its terms & conditions as mentioned in Bid/Tender 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 tender document.

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

I/We certified that tendering 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



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ANNEXURE 'I'

Statement of Plant & Machinery, No. of employees and factory area
(On Rs.100/- non judicial stamp paper duly attested by Notary public)
(In case of Sugar Mills only)

- (i) List of Plant & Machinery available for production of equipment.
- (ii) List of items which they are manufacturing.
- (iii) Area of unit with working space & authority letter of allotment.
- (iv) Stock position of raw material.
- (v) Registration certificate for manufacturing unit.
- (vi) Man power status.
- (vii) Quality control lab and list of equipment for quality control measures.
- (viii) Certificate for Govt. Agency/Chartered engineer for production capacity assessment.

(Name)
Signature of
Bidder with Seal



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ANNEXURE 'J'

PRE- STAMP RECEIPT

We received an amount of Rs.....nil..... from The Managing Director, Rajasthan State Food and Civil Supplies Corporation Ltd, Jaipur, through DD/BC No.nil.....dated.....nil.....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/IFSC Code.....
8. NEFT/IFSC Code.....
9. PAN NO.
10. GST No.....
11. Bank contact person's name & Mobile no. :

This amount is received against refund of bid security of bid no. ...nil.....dated ...nil..... and sanction No.nil..... Datednil.....

Signature of Authorized Signatory

Place :

Name of Signatory

Date :

Designation with seal



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Annexure-K

AGREEMENT

On Rs. 5000 Non Judicial Stamp Paper

1. An agreement made this _____ day of _____ between _____ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and Rajasthan State Food & Civil Supplies Corporation Ltd., 5th Floor Kisan Bhawan, Lal Kothi, Tonk Road, Jaipur, Rajasthan. (here in after called "RSFCSC" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas "the approved supplier", has agreed with RSFCSC to supply to the destinations mentioned in tender document throughout Rajasthan, Sugar set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column _____ of the said schedule.

3. (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 shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security.
Or
(iii) Fixed deposit receipt (FDR) of a scheduled bank. It shall be in the name of RSFCSC on account of "the approved supplier", and discharged by the "the approved supplier", in advance. RSFCSC shall 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 shall 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 clause (ii) & (iii) of sub-rule (3) shall 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. Now these Presents witness:
In consideration of the payment to be made by the RSFCSC through RTGS/Demand Draft of any Nationalized Bank _____ at the rates set forth in



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the Schedule hereto appended "the approved supplier", will duly

Supply the sugar set forth in _____ and _____ thereof in the manner set forth in the conditions of the tender and contract.

The conditions of the tender and contract for open tender enclosed to the tender notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement. Letters Nos. _____ received from Bidder and letters nos. _____ issued by the RSFCSC and appended to this agreement shall also form part of this agreement.

- (a) The RSFCSC do hereby agree that if "the approved supplier", shall duly supply the sugar 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

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

S.No.	Name of Item	Quantity	Delivery period

- (1) (i) In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of following percentages of value of Sugar which the "the approved supplier", has failed to supply:-

No	Condition	LD %
a	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of subject matter of procurement	2.5%
b	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of subject matter of procurement	5.0 %
c	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of	7.5 %



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	subject matter of procurement.		
d	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of subject matter of procurement	10.0	%

Note :

- i. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If the "the approved supplier", requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall 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
- (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of Sugar is on account of hindrances beyond the control of "the approved supplier",

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

In witness where of the parties here to have set their hands on the..... day of2017..... Signature of "the approved supplier", .

For and on behalf of RSFCSC

For and on behalf of

Managing Director

(Approved supplier)

Date

Date

Witness : 1

Witness : 1

Witness :2

Witness :2



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Annexure 'L'

List of RSFCSC Godowns

S.No	District	Name of RSFCSC Godowns	Allotment Per Month in M.T
1	Ajmer	RSFCSC- Ajmer Godowns	
2	Alwar	RSFCSC - Alwar Godowns	
3	Banswara	RSFCSC - Banswara Godowns	
4	Baran	RSFCSC- Baran Godowns	
5	Barmer	RSFCSC -Barmer Godowns	
6	Bharatpur	RSFCSC -Bharatpur Godowns	
7	Bhilwara	RSFCSC - Bhilwara Godowns	
8	Bikaner	RSFCSC -Bikaner Godowns	
9	Bundi	RSFCSC- Bundi Godowns	
10	Chittorgarh	RSFCSC- Chittorgarh Godowns	
11	Churu	RSFCSC- Churu Godowns	
12	Dausa	RSFCSC- Dausa Godowns	
13	Dholpur	RSFCSC- Dholpur Godowns	
14	Dungarpur	RSFCSC -Dungarpur Godowns	
15	Sri Ganganagar	RSFCSC -Sri Ganganagar Godowns	
16	Hanumangarh	RSFCSC- Hanumangarh Godowns	
17	Jaipur (City)	RSFCSC -Jaipur (City) Godowns	
18	Jaipur (Rural)	RSFCSC- Jaipur (Rural) Godowns	
19	Jaisalmer	RSFCSC -Jaisalmer Godowns	
20	Jalore	RSFCSC- Jalore Godowns	
21	Jhalawar	RSFCSC -Jhalawar Godowns	
22	Jhunjhunu	RSFCSC -Jhunjhunu Godowns	
23	Jodhpur	RSFCSC- Jodhpur Godowns	
24	Karauli	RSFCSC- Karauli Godowns	
25	Kota	RSFCSC -Kota Godowns	
26	Nagaur	RSFCSC -Nagaur Godowns	
27	Pali	RSFCSC -Pali Godowns	
28	Rajsamand	RSFCSC- Rajsamand Godowns	
29	S. Madhopur	RSFCSC -Sawai Madhopur Godowns	
30	Sikar	RSFCSC -Sikar Godowns	
31	Sirohi	RSFCSC -Sirohi Godowns	
32	Tonk	RSFCSC -Tonk Godowns	
33	Udaipur	RSFCSC -Udaipur Godowns	
34	Partapgarh	RSFCSC- Partapgarh Godowns	
		Total	932.10

Note: RSFCSC Godown wise quantity allocation can be increased/decreased by the Competent Authority.



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Security cum Performance Bank Guarantee

To
Managing Director,
Rajasthan State Food & Civil Supplies Corporation Ltd.,
501, Fifth Flour, Kisan Bhawan,
Lal Kothi, Tonk Road, Jaipur- 302015

Whereas the Managing Director, Rajasthan State Food & Civil Supplies Corporation Ltd. (herein called the "RSFCSC") having entered into an agreement No.....dated.....with M/s.....having registered office at.....(herein called the "Supplier") for.....(name of work) here-in-after called "the said agreement" under which the supplier(s) M/s.....have applied to furnish Bank Guarantee to make up the full security deposit.

1. In consideration of the RSFCSC having made such a stipulation in agreement. We (indicate the name of Bank) having its registered office at here-in-after referred to as "the Bank" at the request of M/s.....Supplier (s) do hereby undertake to pay to the RSFCSC amount not exceeding Rs.....on demand by RSFCSC.
2. We (indicate the name of Bank), do hereby undertake to pay Rs..... Any demur or delay, merely on a demand from the RSFCSC any such demand made on the bank by the RSFCSC shall be conclusive and payable by the bank under his guarantee. The bank guarantee shall be completely at the disposal of the RSFCSC and we (indicate the name of bank), bound ourselves with the directions given by RSFCSC regarding this bank guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We (indicate the name of Bank), undertake to pay to the RSFCSC any money so demanded notwithstanding any dispute or disputes raised by the supplier (s) in any suit or proceeding pending before any court or tribunal or arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.



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

4. We (indicate the name of Bank), further agree that all guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the RSFCSC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the supplier and accordingly discharges this guarantee.
5. We (indicate the name of Bank), further agree with the RSFCSC that the RSFCSC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time to performance by the said supplier (s) from time to time or to postpone for any time or from to time any of the powers exercisable by the RSFCSC against the said supplier forbear or enforce any of the terms and conditions relating to the said agreement and forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier (s) or for any forbearance act or omission on the part of the RSFCSC or any indulgence by the RSFCSC to the said supplier (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (Indicate the name of bank), under this guarantee will not be discharged due to the change in the constitution of the bank or the supplier.
7. We (Indicate the name of bank), lastly undertake not to revoke this guarantee except with the previous consent of the RSFCSC in writing.
8. This performance guarantee shall remain valid and in full effect, until it is decided to be discharged by the RSFCSC. Notwithstanding anything mentioned above. Our liability against this guarantee is restricted to Rs.
9. It shall not be necessary for the RSFCSC proceed against the supplier before proceeding against the bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the RSFCSC may have obtained or obtain from the supplier.



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10. The bank guarantee shall be payable at the Jaipur. If the last date of expiry of the bank guarantee happens to be a holiday of the bank, the bank guarantee shall expire on the close of the next working day.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted Rs.and our guarantee shall remain in force upto.....unless a demand or claim under the guarantee is made on us in writing on or before.....Therefore after.....all your rights under the guarantee shall be forfeited and we shall relived and discharged from all liabilities hereunder irrespective of whether or not the original guarantee is returned to us.

Dated.....day of.....

Date
Place

Signature & Seal of Guarantors