

**Rajasthan State Ganganagar Sugar Mills Limited**  
**4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,**  
**Jaipur, Rajasthan - 302006**  
**Tel. No. 0141-2740841 Website: <http://rajexcise.gov.in/>**

## **Notice Inviting e-Tender**

**RATE CONTRACT FOR PROCUREMENT OF RECTIFIED SPIRITS**  
**(GRAIN & MOLASSES BASE)**  
**(Year 2017-18)**

**Single Stage**  
**Two Part Bid**  
**Part I**  
**TECHNICAL BID**

(To be submitted duly filled along with the Tender)

**NIB. NO. RSGSM/RectifiedSpirit(G&M)/OpenCompetitiveBid/2017-18/Pur/123**  
**20.07.2017**

<b>Download of Tender Form</b>	<b>: Till 21.08.2017 up to 6.00 PM</b>
<b>Last Date/ Time of upload of the Tender</b>	<b>: Till 21.08.2017 up to 6.00 PM</b>
<b>Date and time of opening of the Tender</b>	<b>: On 22.08.2017 at 11.30 AM</b>
<b>Date and time of opening of the Financial Bid</b>	<b>: To be intimated through eproc automated messaging system</b>
<b>Price of Tender Documents</b>	<b>: Rs. 1000/-</b>
<b>Price of E- Tendering process fee</b>	<b>: Rs. 1000/-</b>

**Rajasthan State Ganganagar Sugar Mills Ltd.**  
**4<sup>th</sup> Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006**  
 Tel. No. : 0141-2740841 Fax : 0141-2740676 E-mail: [purchasersgsm@gmail.com](mailto:purchasersgsm@gmail.com)

**NOTICE INVITING BIDS**

**NIB. NO. RSGSM/RectifiedSpirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123 Date  
 20.07.2017**

1. Single Stage Two Part online unconditional Bids are invited for the procurement of Rectified Spirit (Grain Based) from Manufacturer on F.O.R. basis at Reduction Centers of Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 PM on 21.08.2017 as listed below :-

S. NO.	Name of Article	Specifications	Quantity in Lacs BL	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	Rectified Spirit (Grain Based Strength 66° OP And Above)	IS Specifications 323:1959	130.00	2% of Estimated Value	90 days	Place of delivery as per Annexure-E & Delivery Period Six Month
2	Rectified Spirit (Molasses Based Strength 66° OP And Above)		50.00			

2. Price preference and/or purchase preference as per Instructions to Bidders shall be admissible in evaluation and amount of contract.
3. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered etc.
4. Bidding Document can be seen at [www.rajexcise.gov.in](http://www.rajexcise.gov.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in). Tender form may be seen and downloaded from website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). The price of Bidding Document may be paid along with user charges/processing fee before at the time of submission of the Bid.
5. Instructions for submission of Technical Bid
- a. Technical Bid should be submitted online only. Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of deposit through Demand Draft/ Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference to NIB and warning as: "BID FOR NIB. NO. RSGSM/ Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123 for Rectified Spirit (Grain Based) NOT TO BE OPENED BEFORE 22.08.2017 at 10.00 AM" so as to reach the office of the DGM Purchase RSGSM upto 6.00 PM on 21.08.2017, by post or by hand or dropped in the Bid Box at the office of the DGM Purchase RSGSM.
- b. As per required by the Bidder, training may be given by DOITC, Yojna Bhawan. Bidder may contact: E-Procurement cell, Ist Floor, Yojna Bhawan, Jaipur. Help Desk Phone-0141-4022688, [Email-eproc@rajasthan.gov.in](mailto:Email-eproc@rajasthan.gov.in), Website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)

- c. Bid form & handwritten rates would not be accepted manually.
- d. Please read carefully the steps of submitting Bid online.
6. Bids received after the specified date and time shall not be accepted
7. The Bids shall be opened in the office of RSGSM at 4<sup>th</sup> Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 11.30 AM on 22.08.2017 in the presence of the Bidders or their representatives who wish to be present.
8. RSGSM Management reserves the right to reject any tender without assigning any reason thereof.
9. The Bidders shall have to submit a valid CGST/SGST clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
11. E-Tender form can be downloaded from the website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in). Tender shall be accepted only online (e-procurement). D. D. for E-tendering process fee Rs. 1000/- in favour of M.D.RISL Jaipur. Tender form Rs. 1000/- & BID SECURITY drawn in favour of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur before Submission time of Tender. Tender without appropriate BID SECURITY (Bid Security) shall not be accepted. The Technical Bid & Financial Bid shall be uploaded separately. Financial Bid of Bidder who qualifies in technical bid would only be downloaded later on, the date to be intimated by RSGSM through eproc automated messaging system. This tender shall be processed through e-procurement portal of Govt. of Rajasthan however in case of any failure in this process the conventional manual tender procedure shall be followed

NIB. NO. RSGSM/ Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123 Dated 20.07.2017

(Dr. Akash Alha)  
Dy. General Manager  
(Purchase)

**Rajasthan State Ganganagar Sugar Mills Ltd.**  
4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006  
Tel. No. : 0141-2740841 Fax : 0141-2740676  
Email ID : purchasersgsm@gmail.com

**E-TENDER NOTICE**

E-Tenders are invited from Manufacturers of Rectified Spirit (Grain Base & Molasses Base) up to 6.00 PM of 21.08.2017 Details may be seen in the Bidding Document on our website [www.rajexcise.gov.in](http://www.rajexcise.gov.in), [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in). Tender form may be seen and downloaded from website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). This tender shall be processed through e-procurement portal of Govt. of Rajasthan.

NIB. NO. RSGSM/Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123-Dated 20.07.2017

**(Dr. Akash Alha )**  
**Dy. General Manager (Purchase)**

<b>INTRODUCTION</b>		
1.	The number of the Invitation to Bid is	: NIBNo.RSGSM/ Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123
2.	The Procuring Entity is	: Rajasthan State Ganganagar Sugar Mills Ltd.
3.	The Goods to be procured are	: Rectified Spirit(Grain Base & Molasses)
4.	(i) The price of the Bidding Document	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' Payable at Jaipur
	(ii) E - tender Processing Fees	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5	For clarification purposes only, the Procuring Entity's address is	: Dr. Akash Alha Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 E-mail: purchasersgsm@gmail.com
6.	The Pre-Bid conference	Yes, 31.07.2017
7.	The language of the Bid is	: English & Hindi
8.	The bidder shall submit with its Bid	: Mentioned at Technical Bid Check list
9.	The Bid validity period shall be	: 90 days from the dead line for submission of Bids
10	Bid Security (BID SECURITY)	: (a) Bid Security/Bid Security Declaration shall be required (b) The amount of Bid Security shall be 2% of Estimated value (refer bid condition no. 07) Bid Security Declaration if required & Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, reached Head office, Jaipur upto 6.00 pm on 21.08.2017.
11	Authorization	: Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.
12	Downloading of Bids	: Upto 6.00 PM on 21.08.2017 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> (Electronic submission of Bid is mandatory)
13	Submission of Bids	: Upto 6.00 pm on 21.08.2017 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>
14	Opening of Bids	: At 11.30 AM on 22.08.2017 on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> (Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006)

15. Quantity can be divided among more than one Bidders.

16. The period within which the contract agreement is to be executed within 15 days from the date of issue of purchase order and performance Security is to be submitted at the time of agreement (refer condition No.8 )

17. (a) The Designation and Address of

First Appellate Authority -- Board of Directors, RSGSM Ltd., Jaipur

(b) The Designation and Address of

Second Appellate Authority -- Principal Secretary, Finance Department, Sectt. Jaipur

I/ We \_\_\_\_\_(Name of the person) in the capacity of \_\_\_\_\_  
(Designation) as bidder have read the introduction, NIB and all the conditions of Bid annexed  
hereto carefully and agree to abide by all the conditions and have digitally signed and serially  
numbered all the pages in token of acceptance thereof, details of the bidding firm/company are as  
below :

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

: \_\_\_\_\_

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

: \_\_\_\_\_

: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

E- mail ID : \_\_\_\_\_

WebSite : \_\_\_\_\_

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

Statutory Details

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

GST Registration Number : \_\_\_\_\_

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

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

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

Name of Bankers of the Bidder : \_\_\_\_\_

RTGS No. : \_\_\_\_\_

Account no. : \_\_\_\_\_

Signature

Name of Signatory  
(IN BLOCK LETTERS)

Designation

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

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

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

**नोट : उक्त सभी प्रविष्टियां पूर्ण व अनिवार्य रूप से भरें।**

**Rajasthan State Ganganagar Sugar Mills Limited**  
4<sup>th</sup> Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur – 302006 (Rajasthan)

निविदादाता द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय, नेहरू सहकार भवन में नियमानुसार जमा करानी होगी:-

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	1000/-	डिमाण्ड ड्राफ्ट	RSGSM, Ltd. Jaipur
2	बोली प्रतिभूति	2% of Estimated Value	डिमाण्ड ड्राफ्ट*	RSGSM, Ltd. Jaipur
3	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur

\* 10.00 लाख से अधिक होने की स्थिति में रुपये 10.00 लाख से अधिक धनराशि ड्राफ्ट/बैंक गारन्टी द्वारा उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक **21.08.2017** को सांय 6.00 बजे तक जमा कराना आवश्यक हैं।

2. निविदा में सभी संशोधन निविदा जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। निविदादाताओं द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
3. ई-टेन्डरिंग के लिये निविदा दाता हेतु निर्देश
  - अ. निविदाओं में भाग लेने वाले निविदादाताओं को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदा दाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
  - ब. निविदा दाताओं को निविदा प्रपत्र इलेक्ट्रॉनिक फॉर्मट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
  - स. इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ अटेच कर दी गयी हैं।
  - द. कोई भी टेण्डर इलेक्ट्रॉनिकी फॉर्मट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
  - य. टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाइन दर्ज करें।
  - र. ऑन लाइन निविदा भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।
  - ल. कम्पनी मुख्यालय में ऑफलाईन केवल निविदा शुल्क, निविदा प्रासेसिंग शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं निविदा हेतु मांगा गया शपथ पत्र ही प्रस्तुत किये जावें। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही निविदादाता यह भी सुनिश्चित करें कि निविदा संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं निविदा प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर निविदादाता को अयोग्य घोषित किया जा सकेगा।



# **Rajasthan Stage Ganganagar Sugar Mills Limited**

4<sup>th</sup> Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur – 302006

## **Special Terms and Conditions for Bid of Rectified Spirit(Grain / Molasses Base )**

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

**01. Quantity & Estimated Value of Tender :-** The quantity **130.00 lac BL of Rectified Spirit (Grain Based) and 50.00 lac BL of Rectified Spirit (Molasses Based)** mentioned in the Tender notice is approximate and tentative, it is subject to variation as per Rajasthan Government directives and Excise policies.

Total estimated value of tender is approx. **Rs. 77.40 crore (180 lacs @ estimated rate Rs. Forty Three per BL).**

### **2. SPECIFICATION :**

**a) Rectified Spirit(Grain Base) :** The rectified spirit to be supplied should conform to IS specification No. 323:1959 (as amended from time to time). It should be fit for potable use and the strength of **rectified spirit shall be 66° OP and above.** Certificate issued by Excise Official of Exporting State to this effect as well as showing that it is Grain based and conforming to ISI and is fit for human consumption shall be furnished with each consignment (Annexure 'A'). In case said certificates are not sent along with each tanker, the tanker shall not be decanted (unloaded). Proportionate deduction for lower strength of rectified spirit received up to 64° OP shall made but supply of Rectified Spirit of below 64° OP will be rejected on suppliers cost and risk.

**b) Rectified Spirit(Molasses Base) :** The rectified spirit to be supplied should conforming to IS specification No. 323:1959 (as amended from time to time). It should be fit for potable use and the strength of rectified spirit shall be 66° OP. Certificate issued by Excise Official of Exporting State to this effect as well as showing that it is Molasses based and conforming to ISI and is fit for human consumption shall be furnished with each consignment (Annexure 'A'). In case said certificates are not sent along with each tanker, the tanker shall not be decanted (unloaded). Proportionate deduction for lower strength of rectified spirit received up to 64° OP shall made by us but supply of Rectified Spirit of below 64° OP will be rejected by us on suppliers cost and risk.

**3.** Company reserves the right to conduct sudden/ random inspection of the supplied rectified spirit to check the quality at Rc or any place even after the final payment. If quality of supplied rectified spirit are not found up to the mark, the rejected rectified spirit (Grain based) can be return as per Excise Rules at the level of company & the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.

**4. RATE :** Single Rate should be quoted in Financial Bid (online) on the basis of per bulk litre on F.O.R. basis for our 20 warehouses viz. Jhotwara (Jaipur), Jhunjhunu, Sikar, Bharatpur, Dholpur, Swaimadhapur, Alwar, Ajmer, Bhilwara, Kota, Baran, Bundicity, Udaipur, Chittorgarh, Mandore, Rani, Sirohi, Sriganganagar, Bikaner & Hanumangarh separately in Proforma schedule of rate enclosed to this tender document. This rate quoted shall remain firm during currency of the supply contract and no escalation will be allowed. Any increase or decrease in Government levies or Taxes on Grain/Molasses Rectified Spirit shall be considered by the Director In-charge

on presentation of proof of such increase/decrease and Escalation / Reduction shall be allowed accordingly which shall be binding on the supplier.

**Note :-**

- a. Please indicate separately prevailing Export Pass Fee/ Export Duty of Exporting State as on date @ Rs. \_\_\_\_\_ per B.L. **(to be filled by Bidder)** If tax is not applicable it should be mentioned specifically, otherwise quoted rates shall be considered as being inclusive of applicable Tax.
- b. **The Bidder should offer a minimum of 30.00 lac B.L. Rectified Spirit (Grain / Molasses). Offers for quantity less than 30.00 lac B.L. shall not be considered and shall be liable for rejection.**
- c. The Offered quantity should be separate from the supply ordered in previous tender & yet to be supplied.
5. The rate will be offered on the basis of parallel rate contract provisions RTPP Act & Rules of Rajasthan State Government.
6. In case of any quantity, full or part, against the ordered quantity, remains unsupplied, Permit Fee for import/transport of Rectified Spirit within the State paid by RSGSM shall be recovered from the supplier.
7. Bid security:- Total estimated Value of tender is approx. . **Rs. 77.40 crore (180 lacs @ estimated rate Rs. Forty Three per BL)**. Bid security shall be 2% of the estimated value of total offered quantity. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the estimated value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. A bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of a banker's cheque or demand draft

Amount of BID SECURITY more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Tender without appropriate BID SECURITY Shall not be accepted. The Bid Security by way of Bank Guarantee must remain valid Thirty days beyond or extended validity period of the bid.

The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submission performance security.

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

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

कुल निविदा मात्रा अनुसार रूपये 77.40 करोड़ धनराशि का आकलन किया गया है। (विशेष शर्त संख्या 07 उक्त आधार पर ऑफर मात्रा मूल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण निविदा मात्रा पर अमानत राशि रूपये 1.55 करोड़ बनती है। निविदा की विशेष शर्त संख्या 26 अनुसार न्यूनतम मात्रा 30 लाख बी.एल. शोधित प्रासव (ग्रेन/मोलासिस आधारित) पूर्ति हेतु ऑफर की जानी है। निविदादाता द्वारा ऑफर मात्रा के मूल्य की 2 प्रतिशत यानि रु 25.80 लाख अथवा निविदा शर्तों में वर्णित अनुसार अमानत राशि (Bid Security) जमा कराई जानी है।

यहां स्पष्ट किया जाता है कि निविदादाता अपनी अमानत राशि का आकलन निविदा प्रपत्र में दर्शाई गई अनुमानित दर के अनुसार करें न कि स्वयं द्वारा वित्तीय निविदा में उद्धृत दरों के अनुसार किया जावे।

स्पष्ट किया जाता है कि निविदादाता द्वारा निविदा की विशेष शर्त संख्या 07 अनुसार अमानत राशि जमा कराई जावे। उक्तानुसार जमा अमानत राशि के आधार पर निविदा के ऑन-लाईन स्वीकार नही होने की स्थिति में अमानत राशि के कॉलम में रूपये 1.55 करोड़ रूपये वर्णित करें तथा निविदा शर्तों में वर्णित अनुसार वास्तविक मात्रा के लिये अमानत राशि का डी.डी./बी.सी./बैंक गारन्टी की स्केन प्रति निविदा प्रपत्र के साथ संलग्न करें।

अगर किसी निविदा दाता ने ऑफर मात्रा अधिक अंकित कर दी है, किन्तु नियमानुसार बिड सिक्योरिटी की राशि जमा नहीं कराई है तो उसकी निविदा निरस्त की जायेगी।

8. Performance security.- The amount of performance security shall be 5% of the amount of supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order. Performance security shall be furnished within 15 days from the date of issue of purchase order in any one of the following forms-

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

(b) Amount more than Rs.10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Performance security shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder.

This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the Director In-charge in this regard shall be final. No Interest shall be paid on such deposit. No adjustment of any previous balance against BID SECURITY will be allowed.

9. **SUPPLY SCHEDULE** : Supply Schedule will be given separately from time to time, which should be strictly adhered to, in phased manner on fortnightly basis.  
**NOTE** : Bidders should intimate their tanker capacity within 3 days from the receipt of offer of the rate to the firm from RSGSM.
10. Supplier shall be allowed to avail extension in delivery period under the provisions of L.D. Clause for two defaults only during agreement validity after it and firm may be debarred for future business transactions with the Company for a period after it decided by the Director In charge of the Company.
11. **MODE OF MEASUREMENT** : In case of F.O.R. supplies the supplier shall deploy calibrated tankers, duly certified by Competent Government authorities in this regard. Each tanker should accompany the dip rod and gauge chart duly certified and in the absence of the same, the tanker might not be decanted.
12. **DIVERSION** : Usually no tankers shall be diverted from the place for which tanker is loaded to any other place, but in exceptional cases where such diversion is made, cases

shall be decided on the merits. For this purpose, Bidders should supply entire quantity in phased manner regularly as per direction of Head Office to avoid unnecessarily diversion.

13. Penalty: Penalty for unsupplied quantity shall be 10% of value of unsupplied quantity.
14. **PAYMENT:** 100% payment shall be made to supplier by Head Office through Cheque /RTGS/ Demand Draft at party's cost on receipt of verified bills regarding Quantity and quality by our respective Reduction Centers checked and verified by our Purchase Section. **PAYMENT SHALL BE MADE FOR THE ACTUAL QUANTITY RECEIVED. TRANSIT WASTAGE WILL NOT BE CONSIDERED FOR PAYMENT.** Supplier shall invariably submit monthly dispatch statement immediately after the close of month.
15. **LIABILITY ON ACCOUNT OF EXCESS WASTAGE ETC.:**  
All Excise rules and regulations and other regulations of the Exporting State and/or Rajasthan Government that are in force at the time of delivery of the rectified spirit or may be in force at the time actual supply, shall be applicable on the supplier until the completion of the contract. If any liability arises on RSGSM, on account of excess wastage, loose strength of rectified Spirit on account of any violation of excise regulation and/or other Government regulation, the same will be borne by the supplier and it shall be responsibility of the supplier to indemnify the buyer (RSGSM) by those amounts or otherwise get it waived off from the appropriate authorities of concerning State. No any payment for 0.2% transit wastage are any loss will be made to supplier.
16. **CANCELLATION :** In case RSGSM does not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim shall be entertained of the supplier.
17. **FORCE MAJEURE CLAUSE :** If Government imposes any restriction on the supply, matter shall be considered under Force Majeure Clause.
18. **ACCIDENTAL LOSSES :** In case of accident of tanker supplier shall be responsible for making good the loss caused to RSGSM.
19. **INSURANCE :** Insurance of material in transit shall be arranged by the supplier at their own cost.
20. **TAX DEDUCTION AT SOURCE :** Income tax deduction will be made at source at the rates notified by the Central Government from time to time, if applicable on the supply contract.
21. **FORFEITURE OF SECURITY MONEY :** Forfeiture of Security money in regards to Rectified Spirit tankers in which rectified Spirit was not found conforming to ISI-323:1959 for grain base and IS specification No. 323:1959 for molasses base except specific condition in regard of strength of rectified spirit as per purchase order :-
  - (i) Rs. 2.50 Lac from the Security deposit may be forfeited on default/defaults in one tender.
  - (ii) Rs.5.00 Lac from the security deposit may be forfeited on the default/defaults by the same supplier firm in second tender during the same financial year.
  - (iii) Rs.7.50 Lac from the of security deposit may be forfeited on the default/defaults by the same supplier firm in third tender during the same financial year.
  - (iv) Rs.10.00 Lac from the security deposit may be forfeited on the default/defaults by the same supplier firm in the fourth tender during the same financial year along with blacklisting them for one year from last default.
22. Any Duty, Tax etc. paid at the time of purchase shall be refunded to RSGSM the event of the same being held not to be payable.
23. The payments will be made without prejudice and under protest and refundable to the Company in case the levy of the export fee is held to be void.
24. **Period :** The period of this rate contract is for Six month. However it may be increase six month more up to maximum one year as per rules.

25. The payment of permit fee in whatever name to the State of Uttar Pradesh for export of rectified spirit would be paid without prejudice to the rights of Rajasthan State Ganganagar Sugar Mills Ltd., in view of the Judgment of the Hon'ble Supreme Court (in case No. 422/80 transferred case No. 37-39/1989) and other concerned matters, so decided on 19.07.2001, wherein the Hon'ble Supreme Court has categorically held that the charges of any fee on export of rectified spirit is beyond the Competence of the State Government. Thus, the payment of permit fee for export of rectified spirit in whatever name paid to the State of Uttar Pradesh would be under protest and the same would be refundable to the Rajasthan State Ganganagar Sugar Mills Ltd., as the levy on export of rectified spirit is in violation of the judgement of Hon'ble Supreme Court. The charges of permit fee included in the rate quoted by the supplier, being paid by the Rajasthan State Ganganagar Sugar Mills Ltd., would then, however, on refund of the said permit fee by whatever name be refundable to the Rajasthan State Ganganagar Sugar Mills Ltd., either by way of litigation or otherwise and would not ultimately be refundable or payable to the supplier.
26. The Distilleries of U.P will present their proof of depositing the Export Pass Fee against their current and running supplies, otherwise the payment equivalent to Export Pass Fee shall be with-held.
27. The Bidder should offer a minimum of 30.00 lac B. L. Rectified Spirit (Grain / Molasses Base). Offers for quantity less than 30.00 lac B. L. shall not be considered and shall be liable for rejection.
28. The first test will be done in Excise Department Lab / RSGSM Lab / NABL Lab and if Rectified Spirit is found as per specification only then it will be accepted.
29. In case of loss of production due to non supply of Rectified Spirit the actual loss accountable against such idle manpower shall be recovered from such supplier.
30. Company reserves the right to reject any tender without assigning any reason thereof.
31. **BID SHALL BE VALID**
  - a. For a 90 days from the dead line for submission of Bids.
  - b. **After a tender has been accepted, the rate shall remain valid through out the contract Period or for the period for which tenders are invited whichever is later.**
32. **Comparison of rates of firms outside and those in Rajasthan.-** While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan SGST shall be excluded from the rates quoted by the firms of Rajasthan and the element of CGST shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
33. **Dividing quantities among more than one bidder at the time of award.-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.
34. **Execution of agreement.-** The bidder shall execute an agreement on a non judicial stamp Paper of value Rs. 5000/- as prescribed by Rajasthan Govt.
35. Income Tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.

36. शोधित प्रासव का रास्ता क्षति का प्रकरण जिसमें चोरी संबंधित अपराधिक प्रकरण अगर किसी सप्लायर के विरुद्ध दर्ज होगा तो उस प्रकरण में राशि रू 2 लाख प्रति प्रकरण शास्ती के रूप में आरोपित कर वसूल की जावेगी।
37. सेम्पल जॉच मे रिजेक्ट हो जाने पर अनलोड टैंकर को वापस एक माह में न उठाने पर एक माह बाद रू0 1000/- प्रतिदिन के हिसाब से संबंधित फर्म से डेमेरेज चार्जेज वसूल किया जावेगा।
38. No counter condition shall be accepted.
39. **The instruction issues by the Excise Commissioner, Udaipur, Rajasthan regarding transportation of spirit and measurement as "annexure A-1" may be taken as part of the special terms and condition of tender document.**
40. Digitally signed Scand copy of Tender documents, DD of Rs. 1000/- for fee of Tender document, DD of Rs. 1000/- for E-tendering process fees, DD of Bid Security and other relevant documents shall be uploaded separately envelope and BOQ (offered quantity and rate) shall be uploaded separately in Online-tender (E-procurement).
41. Please read carefully and comply :-  
**Annexure A** : Compliance with the Code of Integrity and No. Conflict of Interest  
**Annexure B** : Declaration by Bidders regarding Qualifications  
**Annexure C** : Grievance Redressal during Procurement Process  
**Annexure D** : Additional Conditions of Contract
42. Bid shall be uploaded with below mentioned documents :-  
(a) Scanned copy of Tender Document  
(b) Scanned copy of D.D. of Bid Security, Processing fees, Tender form fee.  
(c) Attested copy of latest distillery license  
(d) The technical checklist should be filled by the bidder and also mention page numbers of the enclosures on the Performa with duly signed by the bidder. The incomplete information in checklist is liable to reject the technical bid of the bidder.
43. The Special Terms and Conditions shall prevail upon where ever the same are in contradiction with the General Terms and Conditions. In case of dispute regarding interpretation of any terms and condition in the Tender Document the same should be got clarified by the Bidder before submitting the Bid. Decision of the Management shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the Tender Document unless called for by written fax shall not be entertained.

# **Rajasthan State Ganganagar Sugar Mills Limited**

## GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any terms, conditions or specifications etc. he should refer to officer In charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Tender should be filled with ink. Tender filled by pencil or otherwise shall not be considered. No addition and alteration should be made in the tender, no over writings should be done. Corrections, if any should be done clearly and should be initialed. **(Please Ignore it)**
3. Bid must be submitted in properly sealed envelope according to the directions given in the tender notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of tender and name of bidder. **(Please ignore it)**
4. Bidders are hereby explicitly warned that Individuals signing the tender must specify as follows :-
  - a) Whether signing as "sole proprietor of the firm?"
  - b) Whether signing as registered active partner of the firm?
  - c) Whether signing for the firm on the basis of power of attorney?
  - d) In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the tender if a copy has not already been sent to the company.
5. Only such Bidders who are Manufacturer into the goods shall be eligible.
6. Who is not registered under the GST, prevalent in the State where his business is located, may not be eligible for Tender. The GST Registration numbers should invariably be quoted.
7. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
9. (a) Rates quoted must be inclusive of all charges and taxes except CGST/SGST which shall be added at the prevailing rates. The Bidder should however indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F.O.R. Distillery/Warehouses.

- (b) Any increases in GST or any other tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in the GST or any other tax after the due date of tender will be paid less to the party
10. The Bidder shall not assign or sublet his contract or any part thereof to any other agency. Subletting may be allowed by the Company provided that the sublet is a registered firm under the GST.
11. The Bidder should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid. An affidavit on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document.
12. The tender must be accompanied by an Bid Security equivalent to 2% ( 0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the estimated value of the items tendered or the supply to be made by him, without which the tender shall not be considered. The bid security should be deposited by the bidder in one of the following forms only.  
Bank Draft / Pay Order of any Scheduled Bank in favour of 'Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.

**NOTE :**

1. The rates should be uploaded separately in Online-tender (E-procurement) and DD should be in a separate sealed cover.
  2. The Bid Security will be refunded to unsuccessful Bidder after final acceptance of the tender whereas in case of successful Bidder, it will be treated as part of the Performance Security Deposit.
13. No request for adjustment of outstanding claim of any kind against the company towards BID SECURITY/Performance Security will be entertained, and failure to deposit the BID SECURITY in full amount will always result in cancellation of tender.
14. Successful Bidders will have to deposit security money or an amount equal to 5% (1% in case of SSI/Cottage Industries of Rajasthan registered with Industries Department) of the actual value of the articles by way of DD/Pay order in favor of the Rajasthan State Ganganagar Sugar Mills Ltd. at the time of agreement. The purchase order duly accepted & signed by the Bidder shall be an agreement for supply. The security money will be refunded within six weeks after the expiry of the rates after completion of the contract. No interest will be paid by the Company on the security money. If a Bidder fails to deposit the required security within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and will result in the forfeiture of the Bid Security in part or in full at the discretion of the Director In-charge for reason to be recorded.



15. TENDER SHALL BE VALID

- i) 90 days from the dead line for submission of Bids.
  - ii) After a tender has been accepted, the rate shall remain valid throughout the financial year or for the period for which tenders are invited whichever is later.
16. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
17. The tenders should be submitted along with samples, if required.
18. Period – The period of rate contract shall be one year and it can be extended for one more year up to two years.
19. The time specified for supply of **Rectified Spirit** shall be deemed to be the essence of the contract and the successful Bidder shall arrange supply/work within that period on receipt of work/supply order from the Company
- 20.
- (i) If the contractor fails to execute the order/contract within the period specified in the tender, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer/Distributor or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
  - (ii) If the Bidder fails to execute the order/contract within the period specified in the tender, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
    - a) Delay up to one fourth period of the prescribed delivery period – 2.5%
    - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5%.
    - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5%.
    - d) Delay exceeding three fourth but not exceeding the period equal to the prescribed delivery period – 10%.

**Notes :**

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10%.
- (c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he

shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- (d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.
21. When the Performance security in full or in part is proposed to be forfeited, a notice will be given to the bidder to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
  22. In the event of breach of the contract at any time on the part of the contractor/ supplier, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
  23. The Mode of payment shall be according to special conditions of contract enclosed herewith. Normally, 100% payment is released after acceptance of supply and on receipt of verified bills at Head Office.
  24. Remittance charges on payment made to firms except through cheque will be borne by the supplier unless specifically agreed by the Company.
  25. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
  26. Direct or indirect canvassing on the part of bidders or their representatives will disqualify them.
  27. In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
  28.
    - (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
    - (ii) If the bidder resiles from his offer or offers new terms after opening of the tender, his earnest money (Bid Security) is liable to be forfeited.
    - (iii) The submission of more than one tender and under different names is prohibited.
    - (iv) Any relationship or business connection that may exist between bidder and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to

- the Company.
29. Specifications (if any) of the items for which tenders are invited are enclosed with this document.

## TECHNICAL BID (CHECK LIST)

### To be filled by the bidder

( Information to be provided along with the Tender Documents & requisite BID SECURITY. Without Bid security the Tender shall not be considered for Evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1	<b>Name of the Manufacturer</b>		■
2	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		■
3	<b>Address:-</b> 1. <b>Office Address, Phone No, Fax No, Email</b>  2. <b>Factory Address Phone No, Fax No, Email</b>	_____ _____ _____ _____ _____ _____	■
4	<b>Manufacturer</b> (Enclose copy of Distillery License with the name of issuing excise authority along with the validity period)		
5	<b>Factory owned or taken on lease/ Rent</b> (Copy of Ownership / Lease Deed registered with competent authority)		
6	<b>TIN / GST</b> (Registration with the Sales Tax Department) (Enclose Copy of Certificates of TIN)		
7	<b>VAT/CST clearance certificate from the concerning commercial taxes officer with the date of issue of the certificate</b> (Enclose copy of Certificate year 2016-17)		
8	<b>Latest VAT challan/ CST challan /Return</b> ( Enclose Payment copy of latest Challan of last quarter)		
9	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN No.)		
10	<b>Production Capacity (Grain/ Molasses)</b> a) <b>Per Day</b>  b) <b>Per Month</b>	_____ _____	
10	<b>BID SECURITY Submitted as per offered quantity of Rectified Spirit Grain/Molasses Base.</b> (Mention Details in figures and words)	<b>Bid Security amount Rs. _____/-</b>	■

12	<b>Offer Quantity of Rectified Spirit (Grain/ Molasses) for RSGSM in lacs BL</b> a) <b>Per Month</b>  b) <b>Per Year</b>	<hr/> <hr/>	
13	<b>Affidavit as per Tender Condition no. 11 of General terms and conditions</b> (On Rs 100/- non judicial stamp Paper duly Notarized)		

**Please Note :**

1. All the Copies Submitted should be duly attested/Certified by a Gazetted Officer/Notary public / Oath Commissioner)
2. Rajasthan Parties shall be given preference as per rules of Rajasthan Government
3. If required documents not submitted then mention the reason of non submission of documents.
4. **All details should be filled properly and necessary in check-list.**

टैंकर परिवहन व नापजोख के संबन्ध में आबकारी आयुक्त द्वारा दिये गये दिशा निर्देश जिनकी पालना शोधित प्रासव सप्लायर को सुनिश्चित करनी है।

1. टैंकर के प्रत्येक चैम्बर तथा चैम्बर के वॉल्व (Valve) को One time Seal द्वारा सील किया जायेगा। टैंकर की सिलिंग लगाते समय प्रभारी आबकारी अधिकारी व्यक्तिगत रूप से उपस्थित होकर अपनी मौजूदगी में टैंकर पर सिलिंग करवायेगें।
2. ऐसे वाहन जिनमें प्रभावी सिलिंग व्यवस्था नहीं है, उनमें शोधित प्रासव का परिवहन अनुमत नहीं किया जायेगा।
3. निर्यातक ईकाई शोधित प्रासव परिवहन कर्ता टैंकरों के आउटलेट वॉल्व बॉक्स एवं टैंकर के उपर चैम्बरों के सभी ढक्कनों पर One time Lock (OTL) लगाया जाना अनिवार्य होगा।
4. प्रत्येक चैम्बर को जोड़ने वाली रोड (Rod) को सिल करने के लिये अपनायी जा रही वर्तमान प्रक्रिया यथावत रहेगी। शोधित प्रासव सप्लायर ईकाई के प्रभारी का यह दायित्व होगा कि निर्यातक ईकाई के टैंकर सिलिंग (Sealing) के दौरान यह व्यक्तिशः सुनिश्चित करें कि उक्त रोड में किसी प्रकार टेम्परिंग (Tempring) न हो।
5. टैंकर के स्प्रिट आउटलेट के डिब्बाबन्द वाल्व सिस्टम में भी बॉक्स के पीछे के पाइप को छोड़ते हुए लोहे के चदर से वेल्ड किया जाकर बन्द किया जावे, तथा किसी भी स्थिति में ऐसे वाहन जिनमें प्रभावी सिलिंग व्यवस्था नहीं है उनमें स्प्रिट का परिवहन नहीं किया जावे।
6. निर्यातक ईकाई द्वारा स्प्रिट परिवहन के अनुबन्ध किये जाने वाले परिवहन एजेन्सी तथा टैंकरों के चालकों (Driver) का पूर्ण पुलिस सत्यापन कर अपराधिक रिकॉर्ड रहित टैंकर चालकों को ही अनुबन्ध किया जावे।
7. शोधित प्रासव के परिवहन के दौरान यदि किसी कारणवश टैंकर ब्रेक डाउन/ दुर्घटना होती है, तो उसकी सूचना टैंकर द्वारा संबंधित जिले के जिला आबकारी अधिकारी अथवा उस क्षेत्र के आबकारी निरीक्षक, आयातक/निर्यातक इकाई को तुरन्त ही सूचित किया जावेगा।
8. बिना जी.पी.आर.एस. (GPRS) लगे टैंकर से परिवहन/आयात/निर्यात अनुमत नहीं किया जावेगा।
9. स्प्रिट में किसी प्रकार की असमानता होने पर निर्यातक इकाई के विरुद्ध उसको जारी निर्यात/परिवहन पारपत्र की शर्त के उल्लंघन किये जाने पर राजस्थान आबकारी अधिनियम, 1950 की धारा 58 (सी) के अन्तर्गत अभियोग पंजिकृत किया जावे।
10. इस प्रकार के अपराध होने पर वाहन स्वामी को भी राजस्थान आबकारी अधिनियम, 1950 की धारा 6 के प्रावधान अनुसार निर्यातक/परिवहनकर्ता के साथ सह अभियुक्त बनाया जावे।

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

Any person participating in a procurement process shall -

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

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

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

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

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

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

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

### **Declaration by the Bidder**

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(6) Fee for filing appeal**

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

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

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

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

Appeal No .....of .....  
Before the ..... (First / Second Appellate Authority)

**1. Particulars of appellant:**

- (i) Name of the appellant:
- (ii) Official address, if any:
- (iii) Residential address:

**2. Name and address of the respondent(s):**

- (i)
- (ii)
- (iii)

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

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

**5. Number of affidavits and documents enclosed with the appeal:**

**6.** ..... Grounds ..... of ..... appeal:  
.....  
..... (Supported by an affidavit)

**7.** ..... Prayer:  
.....  
.....

Place .....  
Date .....  
Appellant's Signature

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**1. Correction of arithmetical errors**

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

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

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

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

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

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

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

## **List of Reduction centre of RSGSM**

**Annexure -E**

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

**Manufacturer's Authorization**

NIB. NO. RSGSM/Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123 Dated: **20.07.2017**

To,  
The DGM (Purchase)  
RSGSM Ltd.  
Jaipur.

WHEREAS

We, who are official manufacturers of Rectified Spirit (GB/MB) having factories at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide Rectified Spirit (GB/MB), manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

We hereby extend that the goods supplied by us shall be free from defects arising from any act or omission by us or arising in design, materials and workmanship, under normal use, with respect to the Goods offered by us in reply to this Invitation for Bids.

Name \_\_\_\_\_  
In the capacity of : \_\_\_\_\_  
Signed \_\_\_\_\_  
Duly authorized to sign the Authorization for and on behalf of \_\_\_\_\_  
Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail \_\_\_\_\_  
Date \_\_\_\_\_

( Shall be submitted along with the Bid Security )

**Technical Bid Submission Sheet**

NIB. NO. RSGSM/ Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123 Dated: **20.07.2017**

To,  
The DGM (Purchase)  
RSGSM Ltd.  
Jaipur

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document. We offer to supply in conformity with the Bidding Document and in accordance with the supply schedule given from time to time for supply of Rectified Spirit (GB/MB).
- (b) Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (c) If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price or Performance Security Declaration for the due performance of the Contract.
- (d) Our firm, for any part of the Contract, have nationalities from the eligible countries
- (e) We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- (f) Our firm, its affiliates or subsidiaries, including any sub Bidders or suppliers has not been debarred by the State Government or the Procuring Entity.
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Date \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

( Shall be submitted along with the Bid Security )

## RATE CONTRACT AGREEMENT

This Agreement is made on the \_\_\_ day of \_\_\_\_\_ 2017 between **Rajasthan State Ganganagar Sugar Mills Limited** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as 'RSGSM') –

### FIRST PARTY

AND

M/s \_\_\_\_\_ having its office

(Hereinafter referred to as the eligible 'Bidder') on the terms and conditions set forth hereunder: -

### SECOND PARTY

The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.

- 2 That the duration of this contract shall be six months from \_\_\_\_\_ to \_\_\_\_\_ RSGSM reserves the right to increase the period of rate contract for one more year same rate, terms & conditions & further extend the duration up to \_\_\_\_\_ as per requirement of RSGSM. Supply schedule may be issued in aforesaid period.
- 3 That the tender form as submitted by the Bidder and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the tender and that of the Purchase Order.
- 4 The conditions of the tender and contract for open tender enclosed to the NIB. NO. RSGSM/ Rectified Spirit (G&M)/OpenCompetitiveBid/2017-18/Pur/123 dated 20.07.2017 and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 5 Purchases Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the RSGSM and appended to this agreement shall also form part of this agreement.
- 6 **PAYMENT:** 100% payment shall be made to supplier by Head Office through Cheque/RTGS/ Demand Draft at party's cost on receipt of verified bills regarding Quantity and quality by our respective reduction center checked and verified by our Purchase Section. Payment shall be made for the quantity actually received at reduction centers. No payment for allowable transit wastage and other wastage/theft/loss will be made. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.
- 7 The Bidder shall be responsible for proper dispatcher as to avoid damage in transportation and deliver material in good condition to all the respective reduction centers/units. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the reduction center/unit the same shall be debited to the tender.
- 8 The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the Bidder in such an event.
- 9 The Bidder shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the respective reduction centre/units as per orders placed to them.
- 10 (i) If The Bidder fails to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have risen from, any unforeseen cause such as strike, fire,



accident, act of GOD resulting in stoppage of work in the factory of the manufacturer or similar reasons which the Director In-charge may find valid for an extension of the time he may extend the period without charging any liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.

(ii) If the Bidder fails to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The Director In-charge may at his discretion allow extension of time, subject to recovery from the Bidder as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below :-

a. Delay up to on fourth period of the prescribed delivery Period	2 ½%
b. Delay exceeding one fourth but not exceeding half of the Prescribed delivery period.	5%
c. Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period.	7½%
d. Delay exceeding three fourth of the prescribed delivery period.	10 %

**Notes:**

- i. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%
- iii. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the tenderer.

11 **FORFEITURE OF SECURITY MONEY :** Forfeiture of Security money in regards to Rectified Spirit tankers in which rectified Spirit was not found conforming to ISI-323:1959 except specific condition in regard of strength of rectified spirit as per purchase order :-

- (i) Rs. 2.50 Lac from the Security deposit may be forfeited on default/defaults in one tender.
- (ii) Rs.5.00 Lac from the security deposit may be forfeited on the default/defaults by the same supplier firm in second tender during the same financial year.
- (iii) Rs.7.50 Lac from the of security deposit may be forfeited on the default/defaults by the same supplier firm in third tender during the same financial year.
- (iv) Rs.10.00 Lac from the security deposit may be forfeited on the default/defaults by the same supplier firm in the fourth tender during the same financial year along with blacklisting them for one year from last default.

12 Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item at Unit/ RC or any place even after the final payment. If quality of supplied goods is not found up to the mark, rejected Rectified Spirit (GB/MB) can be returned as per Excise Rules by the company &

the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.

- 13 शोधित प्रासव का रास्ता क्षति का प्रकरण जिसमें चोरी संबंधित अपराधिक प्रकरण अगर किसी सप्लायर के विरुद्ध दर्ज होगा तो उस प्रकरण में राशि रु 2 लाख प्रति प्रकरण शास्ती के रूप में आरोपित कर वसूल की जावेगी।
- 14 सेम्पल जॉच मे रिजेक्ट हो जाने पर अनलोड हुये टैंकर को वापस एक माह में न उताने पर एक माह बाद रु0 1000/- प्रतिदिन के हिसाब से संबंधित फर्म से डेमेरेज चार्जेज वसूल किया जावेगा ।
- 15 Arbitration Clause: In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
- 16 Penalty: Penalty for unsupplied quantity shall be 10% of value of unsupplied quantity.
- 17 That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. \_\_\_\_\_  
Authorized Signatory

**Dy. General Manager (Purchase)**  
**RSGSM, Jaipur**

Witness

Witness

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

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

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

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

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

**PERFORMA OF CERTIFICATE**

It is certified that Rectified Spirit (Grain based/Molasses Base), dispatched through Tanker No. \_\_\_\_\_ carrying \_\_\_\_\_ bulk litters of Rectified Spirit duly sealed loaded from (Name of Distillery) \_\_\_\_\_ meant for \_\_\_\_\_ Warehouses of Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur is for potable use and liquor produced is fit for human consumption. It is Grain based and conforms IS-323-1959 specification and its strength is \_\_\_\_\_ degree O.P. It has been dispatched against Excise Pass No. \_\_\_\_\_ dated \_\_\_\_\_.

**Signature of  
Excise Authority with seal & Designation**

Dated: \_\_\_\_\_