



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED
Regd. Office: 4th FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-06
CIN:U15421RJ1945SGC000285
Tel: 0141-2740841, Fax: 0141-2740676, Email-ID: dgmpurchase.rsgsm@rajasthan.gov.in

Notice Inviting Bid

BID FOR BOTTLING AND PACKING OF IMFL OF 25 ° UP i.e. 75° PROOF IN ASEPTIC BRICK PACK OF 180 ML

Single Stage

Two Part Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the Tender)

NIB. NO. RSGSM/IMFL/OCB/2019-20/ Pur/36

Dated 01.11.2019

Pre-Bid Meeting	: On 05.11.2019 at 03.00 PM
Start Date of Submission of Bids	: From 11.11.2019 at 03.00 PM
Last Date/ Time Of Download Of Tender Form	: Till 21.11.2019 upto 06.00 PM
Last Date/ Time Of Upload Of The Tender	: Till 21.11.2019 upto 06.00 PM
Date And Time Of Opening Of The Tender	: On 22.11.2019 at 03.00 PM
Date And Time Of Opening Of The Financial	: To Be Intimated Through Eproc Bid Automated Messaging System
Price Of Tender Form	: Rs. 1180/-
E- Tendering Process Fee	: Rs. 1000/-

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 email ID : rsgsmlimited@yahoo.com

NOTICE INVITING BIDS

NIB. NO. RSGSM/IMFL/OCB/2019-20/ Pur/36

Dated 01.11.2019

1. Online unconditional Bids are invited from interested Distillers/Bottlers under Single Stage Two Bid system for bottling and packing of Indian Made Foreign Liquor under a Contract. Details are as under:

S N	Name of Article	Specifications	Quantity	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Bottling and packing
1.	Indian Made Foreign Liquor (Whisky)	25° UP i.e. 75 ° Proof in Aseptic Brick Pack of 180 ML ENA Based	Minimum 10000 Boxes each Station (180 ML) per month	2.40 Lakhs Each Station	90 Days	1. Sugar Factory, Kaminpura, Sriganganagar 2.RC Dholpur 3.RC Khara (Bikaner) 4.RC Ajmer

2. Bid Document can be seen at website www.rajexcise.gov.in, <http://sppp.rajasthan.gov.in> Tender form may be seen and downloaded from website 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. Bid Security will also be deposited/submitted to RSGSM office, Jaipur before the date and time of bid submission.

3. **Instructions for submission of Bid**

- a. Bid should be submitted online only. Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of Demand Draft/Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference of NIB and mentioning on the envelop as: "BID FOR NIB. NO. RSGSM/IMFL/OCB/2019-20/ Pur/36 Dated 01.11.2019, so as to reach the office of the DGM (Purchase) RSGSM upto 21.11.2019 upto 06.00 PM .
- b. As per requirement of the Bidder, training may be given by DOIT&C, Yojna Bhawan.
- c. Bidder may contact: E-Procurement cell, Ist Floor, Yojna Bhawan, Jaipur. Help Desk Phone-0141-4022688, Email-eproc@rajasthan.gov.in, Website www.eproc.rajasthan.gov.in.

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- d. Bid Form and Rates written in hand will not be accepted.
 - e. Please read carefully the steps of submitting Bid online.
4. Bids received after the specified time and date shall not be considered.
 5. The Bids shall be opened in the Head Office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 3.00 PM on 22-11-2019 in the presence of the Bidders or their representatives who wish to be present.
 6. RSGSM Management reserves the right to reject any Bid without assigning any reason thereof.
 7. The Bidders shall have to submit a valid GST registration certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
 8. E-Tender form can be downloaded from the website eproc.rajasthan.gov.in Tender shall be accepted only online (e-procurement). D.D. of Rs. 1000/ for E-tendering process fee would be in favour of M.D. RISL Jaipur. Tender form fee Rs. 1180/- & BID SECURITY drawn in favour of RSGSM Ltd., Jaipur must be submitted in the office of RSGSM Ltd., HO, Jaipur before or at the submission time of the Bid. Tender without appropriate BID SECURITY (Earnest Money) shall not be accepted. This tender shall be processed through e-procurement portal of Govt. of Rajasthan.

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 4th FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-06

CIN:U15421RJ1945SGC000285

Tel: 0141-2740841, Fax: 0141-2740676, Email-ID: purchasersgsm@gmail.com

NIB. NO. RSGSM/IMFL/OCB/2019-20/ Pur/36

Dated 01.11.2019

e-TENDER NOTICE

e-Bids are invited from interested Distillers/ Bottlers for bottling and packing of Indian Made Foreign Liquor 25 ° UP i.e. 75 ° Proof in Aseptic Brick Pack of 180 ML up to 21.11.2019 at 6.00 PM. Details may be seen in the Bidding Document on our website rajexcise.gov.in/ [http://sppp.rajasthan.gov.in.](http://sppp.rajasthan.gov.in) This bid shall be processed through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Further updates about the bidding will be available only on <http://eproc.rajasthan.gov.in> therefore interested bidders are advised to visit above website regularly for updates.

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

<u>INTRODUCTION</u>		
1.	The number of the Invitation to Bid is	: NIB. NO. RSGSM/IMFL/OCB/2019-20/Pur/36 Dated 01.11.2019
2.	The Procuring Entity is	: Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur
3.	The Duration of Contract	: <i>Six months from the date of execution of agreement or the excise policy permits whichever is earlier. Duration may be extended for 3 months, if performance is found satisfactory and excise policy permits.</i>
4.	(i) The price of the Bidding Document	: Rs. 1180/- by way of Demand Draft/Banker's Cheque in the name of ' <i>Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur</i>
	(ii) e - tender Processing Fees	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of ' <i>Managing Director RISL, Jaipur</i> ' payable at Jaipur
5	Procuring Entity's address for clarification purposes only is	: Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email: dgmpurchase.rsgsm@rajasthan.gov.in
6.	The Pre-Bid conference	: Yes, On dated 05.11.19 at 03.00PM in Board Room of RSGSM H.O., Jaipur.
7.	The language of the Bid is	: English & Hindi
8.	The documentation which bidder shall submit with its bid	: As per Check list (Technical Bid)
9.	The Bid validity period shall be	: 90 days from the opening of Bids
10	Bid Security (Earnest Money)	The amount of Bid Security shall be Rs. 2.40 lakhs for each RC station
11	Authorization	: Power of Attorney/ Board Resolution/ Letter of Authorization written on the Letter Head by the Bidder.
12	Downloading of Bids	: Up to 21.11.2019 on 6.00 PM on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Electronic submission of Bid is mandatory)

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13	Submission of Bids	: Up to 21.11.2019 on 6.00 PM Rajasthan Government's portal www.eproc.rajasthan.gov.in
14	Opening of Bids	: At 03.PM on 22.11.2019 Rajasthan Government's portal www.eproc.rajasthan.gov.in (Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur –302006

15. *The period within which the contract agreement is to be executed and performance Security is to be submitted within 15 days from the date of issue of LOA.*

17. (a) *The Designation and Address of*

First Appellate Authority – Joint Secretary Finance (Excise)

(b) The Designation and Address of

Second Appellate Authority – Any two Directors appointed by the Board of Directors

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) : _____

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E- mail ID : _____

Mobile : _____

Statuary Details

Sales Tax Tin Number : _____

Income Tax PAN : _____

Central Excise Registration No. : _____

Bid Security DD/BC No. & Amount : _____

Name of Banker of the Bidder : _____

& IFSC No. with account no. : _____

Signature
Name of Signatory (IN BLOCK
LETTERS)

Designation

Date: _____

Place : _____

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4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road,
Jaipur – 302 006 (Rajasthan)

The Bidders shall have to deposit the following amount in the office of RSGSM,
NEHRU SAHAKR BHAWAN, JAIPUR:

Sr.No.	Particular of Amount	Amount Rs.	Payment through	In Favour of
1	Tender Form Fee	1180/-	Demand Draft	RSGSM, Ltd. Jaipur
2	Bid Security	2.40 lakh each Station	Demand Draft	RSGSM, Ltd. Jaipur
3	e-Tendering Processing Fee	1000 /-	Demand Draft	Managing Director, RISEL, Jaipur

1. Fee and security amount mentioned in above table will have to deposited in RSGSM head office, Jaipur by 06.00 PM on 21.11.2019 . In absence of fee and bid security, tender uploaded by a bidder will not be downloaded.
2. All the amendments made after the date of publicity, will only be communicated through website- **eproc.rajasthan.gov.in**. No claim/complaint will be considered for any communication on individual basis.
3. Instructions to bidder for e-Tendering-
 - (a) To participate in bidding process, bidders will have to register themselves on website eproc.rajasthan.gov.in.
 - (b) DSC, type II (Digital Signature Certificate) will be required to sign the bid. A bidder who already has a valid DSC, need not to take a new DSC.
 - (c) A bidder has to upload his/her bid through e-procurement portal.
 - (d) A bidder should ensure that all the document required have been attached with the bid during uploading of it.
 - (e) RSGSM will not be liable for any failure related to uploading of bid.

Special Terms and Conditions

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.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provision of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

1. Specifications of IMFL:-

S.NO.	Name of Article	Specifications
1.	Indian Made Foreign Liquor (Whisky)	25° UP i.e. 75° Proof, of 180 ML in Aseptic Brick Pack (ENA Based)

2. Packing:- The IMFL should be packed in Aseptic Brick Pack of 180 ML, containing 48 nips of 180 ML in one case.

3. Eligibility and Evaluation Criteria:-

a. Bidder should have its own Distillery/Bottling plant in operation for the bottling and packing of potable alcohol in or outside Rajasthan.

Or

Bidder should have collaboration with any one of distillers/bottler

Or

Bidder should have the experienced personnel of having at least 10 years Experience of bottling/distillery line.

b. Bidder should be registered with GST in concerned State.

c. Bidder should submit GSTIN.

4. A Bidder has never been declared as blacklisted or bankrupt. An affidavit on a non-judicial stamp of Rs. 100 will have to be submitted in this regard along with Technical Bid. Later on if any successful bidder is found faulty on this ground then agreement will be terminated with immediate effect and performance security (with GST) will be forfeited.

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5. A bidder shall have to submit GST registration certificate compulsorily failing which bid might be rejected.
6. In case of a firm, a copy of partnership deed and in case of a company a copy of Memorandum of Articles and Association will have to be submitted along with Technical Bid.
7. In case of a MSME unit, a valid certificate issued by a competent authority must be submitted failing which a firm or company will not be considered as a MSME unit.
8. Bidder should submit a “No dues certificate” and “good conduct” issued by the Excise Department concerned as per their pattern and practice of the State in which bidder is operating its distillery.
9. The successful bidder within 7 days of the acceptance of the bid will have to satisfy to the procuring entity its capability to install the plant and equipment for bottling and packing in Aseptic Brick packs i.e. after the issuance of LOA, successful bidder will have to give a power point presentation in detail stating their company's/firm's past/present performance, turnover, assets and liabilities etc.
10. Bid Security of Rs. 2.40 Lakhs, Process Fee Rs. 1000 and Tender Form fee Rs. 1180 invariably to be submitted without which bid will out rightly be rejected.

Other Conditions-

11. Any bidder may bid for bottling and packing at any one or more or all the RC(s) and in such case he will have to submit bid security accordingly.
12. The successful bidder will have to set-up the bottling and packing facility of minimum 30,000 cases per month for IMFL of 25 ° UP i.e. 75° Proof in aseptic brick packs 180 ML at the station (RC) within the RSGSM premises for which bid has been submitted..
13. The Successful bidder will be responsible for making the entire investment for the bottling and packing of IMFL of 25 ° UP i.e. 75° Proof as follows:
 - a. Site development, sheds and installation of the plant, equipment for bottling & packing and necessary man power required in process of bottling and packing in Aseptic Brick Pack 180 ML packing at their own cost. The installation work should be completed within 90 days from the issue of LOA to the successful bidder. If delay is occurred for some unavoidable circumstances then only a reasonable period of grace can be granted.

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- b. Only land will be provided by RSGSM in its premises at identified RC(s) for which rent based on fair rent certificate issued by PWD shall be charged from successful bidder. Successful bidder shall have to apply for fair rent certificate at the office of competent authority of PWD and will have to produce fair rent certificate within a period not more than 3 months from date of issue of LOA.
 - c. Successful bidder shall have to arrange all the required packaging material upto the satisfaction of procuring entity at its own level out of their working capital.
 - d. RSGSM will provide the artwork for the brands for printing of the packaging material as required in the desired format to the successful bidder of bottling and packing.
 - e. A separate electricity connection will be taken and its bill would be paid by the successful bidder. The successful bidder will have to install DM water plant at its own cost. Further clarified that water/electricity connection would be taken in the name of successful bidder on the basis of agreement. All the expenditure related to various connections will be borne by the successful bidder.
 - f. RSGSM will provide the following materials to the successful bidder at its own cost:
 - i. Spirit (ENA)
 - ii. Coloring and Flavoring materialsHowever the necessary arrangement for storage of above materials shall be made by successful bidder at its own.
14. The successful bidder will have to commence the supply of IMFL of 25 ° UP i.e. 75° Proof within 7 days from the date of commissioning of the plant and equipment subject to obtaining of all permissions and license from the Excise and other concerned department. If he fails to do so then the EMD/bid security could be forfeited.
15. The bottling and packing of IMFL of 25 ° UP i.e. 75 ° Proof in aseptic brick pack Nips will process in RSGSM's premises under close supervision of its (RSGSM) own staff or any person authorized by RSGSM.
16. **The bidder who will quote the lowest bottling charge per month (Subject to Minimum production guarantee of 10,000 cases per month), will be considered**

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as successful bidder. The bottling charge includes bottling cost (manpower & utility cost) and packaging material cost.

17. The excise bottling fee as per applicable rates based on fortnightly production volume of successful bidder will be deposited by RSGSM within due course.
18. All Govt. Levies, as per the current rates and future rates including Excise Duty/Cess/VAT etc. will be deposited by RSGSM in a time bound manner.
19. As per the Excise norms the successful bidder will be allowed the following wastages for Spirit/ENA/Blend at different stages as per prevailing permissible limits detailed as below :
 - a. Transit wastage: 0.20%
 - b. Storage wastage: 0.40%
 - c. Blending wastage: 0.15%
 - d. Bottling wastage: 0.15%
 - TOTAL: 0.90%
20. Successful bidder shall be allowed a maximum of 0.5% wastage for the packaging material during bottling process which includes paper for the aseptic brick pack, corrugated boxes and BOPP tape.
21. If RSGSM gets the right to supply of IMFL of 25 ° UP i.e. 75° Proof in the subsequent years after completion of contract period of 6 (six) months, then the contract shall be renewed for 3 months on the same terms and conditions of the contract subject to satisfactory performance of successful bidder and the excise policy permits to do so.
22. **Financial Evaluation:** The bidder who will quote the minimum bottling & packing charges per case without GST shall be treated L1.
23. **Payment:** Invoice as per the agreed Bottling Charges for bottling volume will be submitted by the successful bidder to RSGSM on fortnightly basis and payment for the same will be transferred to the successful bidders designated bank account by RSGSM through RTGS.
24. The successful bidder shall handover the IMFL produced by him to RSGSM at godown/storehouse of the respective RC (ex-works).
25. In case of violation of any terms and conditions of the contract/bid by successful bidder, the contract will be terminated by RSGSM and Performance Security with GST will be forfeited.

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26. The successful bidder shall be responsible for the compliance of all rules and regulations regarding manufacturing of liquor including adherence to the quality norms fixed by the excise commissioner and food standards & safety department.
27. The successful bidder will be allowed to manufacture only RSGSM's own brands in aseptic brick pack.
28. Any other rules, regulations, procedures, taxes, duties etc. which may come in force by order of Central / State Govt. or Excise Department will have to be honored accordingly by the RSGSM and successful bidder.
29. Successful bidder can deal with the Excise Department, RSGSM or any other Government Department with regard to manufacture of IMFL of 25 ° UP i.e. 75° Proof on the basis of LOA/Work order issued to him.
30. Name of Brand and Label would be decided by RSGSM for bottling and packing of IMFL of 25 ° UP i.e. 75° Proof.
31. Brand and Label would be got registered in the name of RSGSM.
32. Trademark registration under IPR of Brand and Label will be of RSGSM only.
33. After selection through bid process, the successful bidder will have to get Franchisee License from concerned authority/authorities. The successful bidder will have to obtain a Bottling Licence from excise commissioner. If successful bidder already possesses the same, then it will be required to be renewed only. Bottling Licence could be issued on the basis of agreement executed between successful bidder and RSGSM.
34. A successful bidder can be ordered to enhance the bottling up to 50% of original ordered quantity as per RTPP Rules, 2013 (Rajasthan Transparency in Public Procurement Rules, 2013).
35. **BID SECURITY** - Amount of bid security @ Rs. 2.40 lakhs for each station will be deposited by way of DD/B.C.. Bid without appropriate bid security Shall not be accepted. The Bid Security must remain valid for ninety days from the date of submission of bid. The bid security of the unsuccessful bidders shall be refunded after final acceptance of successful bid and signing of Agreement and submitting performance security.
36. 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;

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- 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.
37. **Performance security-** The amount of performance security shall be Rs. each station. It will not be less than amount of Bid Security in any case. Performance security shall be furnished within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder. Performance Security Deposit may be furnished in following forms:
- a. Bank Draft or Banker's Cheque of a scheduled bank.
 - b. Any script or instrument under National Savings Schemes issued by a Post Office in Rajasthan and same can be pledged under the relevant rules in favour of RSGSM.
 - c. Bank Guarantee of a scheduled bank.
 - d. FDR of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance.
38. Bidder should enclose certified copy of all the required document as per criteria / checklist enclosed with bid form. Checklist is enclosed at annexure F.
39. Execution of agreement- The bidder shall execute an agreement on a non-judicial stamp Paper value of 0.25% of bid cost or value set forth in such contract subject to maximum of Rs. 15000/- as prescribed by Rajasthan Govt.
40. Digitally signed Scanned copy of Tender documents, DD of Rs. 1180/- for Tender document, DD of Rs. 1000/- for E-tendering process fees, DD of Bid Security and other relevant documents shall be uploaded separately and BOQ (offered quantity and Rate) shall be uploaded separately in Online-tender (E-procurement).
41. Compliance with the Code of Integrity and No Conflict of Interest: The Bidder Shall have to comply with as per the Annexure "A" attached to this document.
42. **Apart from above the bidder shall have to read carefully and upload duly signed the following Annexures A, B, C and D**
Annexure B: Declaration by Bidders regarding Qualifications

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Annexure C: Grievance Redressal during Procurement Process

Annexure D: Additional Conditions of Contract.

43. Technical bid shall be uploaded with below mention documents :-
 - a. Scanned copy of Tender Document
 - b. Scanned copy of D.D. of E.M.D, Processing fees, Tender form fee
 - c. Attested copy of all the documents as mentioned in Check List (Annexure E)
44. No counter condition shall be accepted.
45. In case of any deviation in special terms and conditions from general terms & conditions, then the special terms and conditions shall prevail upon.
46. RSGSM can cancel the bid process at any stage without assigning any reason.

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GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. Distillery/ Warehouses of reduction centers.
6. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The Bidder should sign at the end of each page of bid document as token of his acceptance of all the terms and conditions and then will upload it.
8. **Bid security-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
 - ii. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
 - iii. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
 - iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
 - v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
 - vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
 - vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

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- viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security. ix. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
- a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
- a) the expiry of validity of bid security;
 - b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c) the cancellation of the procurement process; or
 - d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Performance security-

- a) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security more than Rs. 10.00 Lac shall be furnished in any one of the following forms-
 - i) Bank Draft or Banker's Cheque of a scheduled bank;
 - ii) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
 - iii) Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the Director In charge in this regard shall be final. No Interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

10. Execution of agreement-

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

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- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within the specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- d) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value 0.25% of the contract amount or value set forth in such contract subject to maximum 15000/- at its cost.
11. Bid shall be valid
- a) 90 days from the dead line for submission of Bids.
- b) Subsequent to acceptance of bid, the rate shall remain valid throughout the contract Period or for the period for which bids are invited whichever is higher.
12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
14. The bids should be submitted along with samples, if required.
15. **Liquidated Damages:**
- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the Bidder fails to execute the order/contract within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages with 18% GST 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%
+ 18% GST
- b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
- c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
- d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

Notes :

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10%.
- (c) When the successful Bidder is unable to complete the order/contract within the specified or extended period, the Company shall be entitled to accept supply from the open market without giving any notice to the Bidder but at his risk and cost i.e. Bidder's account and risk the goods or any part thereof which the

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Bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the Bidder under this or any other contract with the Company. If recovery is not possible from the bills and the Bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the Company.

- (d) If the bidder 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.
 - (e) 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 bidder.
16. In the event of breach of the contract at any time on the part of the contractor/ bidder, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
 17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
 18. In case of any dispute arising out of any matter related to the bid/contract/ agreement, the matter will be referred to Sole Arbitrator appointed 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.
 19. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
 20. **Procuring entity's right to accept or reject any or all bids-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
 21. 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.
 22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
 - (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - (ii) the financial bid containing financial aspects including the price.
 23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

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

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:

Place:

Signature of bidder

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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FORM No. 1
[See rule 83]

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

Appeal Noof
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

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

Place

Date

Appellant's Signature

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Annexure D: Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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.

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TECHNICAL BID (CRIETERIA/ CHECK LIST)

To be filled in by the bidder

1	Name of the bidder firm / company	
3	Address:- i. Office Address, Phone No, Fax No, Email ii. Factory Address Phone No, Fax No, Email	
3	Whether Registered with the Industries Department (if yes kindly indicate number with date and validity of SSI Industries along with filled for which SSI certificated held) (Enclose Copy of Permanent SSI Unit Certificate or equivalent)	
4	GSTIN (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)	
5	Latest GST challan /Return (Enclose Payment copy of latest Challan)	
6	Income Tax Permanent Account No. (Enclose copy of PAN No.)	
7	Bid Security/ Tender Form Fee/ Processing Fee (Mention Details of DD)	
8	An Affidavit As per Annexure B (On Rs 100/- non judicial stamp Paper duly Notarized)	
9	Affidavit for SSI Unit (On Rs 100/- non judicial stamp Paper duly Notarized)	
10	Whether bidder have a Distillery/Bottling Plant in Rajasthan or outside Rajasthan. (a copy of license must be enclosed)	
11	An affidavit on a non-judicial stamp of Rs. 100 for blacklisted or bankrupt as per spl con. 4	
12	Duly Signed Bid document uploaded or not	