



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd .Office :4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur-06.

Tel: 0141-2740841, Web: www.rajexcise.gov.in

CIN:U15421RJ1945SGC000285

Notice Inviting Bid

BID FOR RATE CONTRACT
FOR BOTTLING AND PACKAGING OF
ALCOHOLIC BEVERAGES (i.e. COUNTRY LIQUOR, RAJASTHAN MADE
LIQUOR & INDIAN MADE FOREIGN LIQUOR)
IN ASPETIC BRICK PACKS OF 180 ML

Single Stage
Two Part Bid

Part-I
TECHNICAL BID

(To be submitted duly filled along with the bid)

NIB. NO. RSGSM/ABPACK/RC/2020-21/Pur/49

Dated 11.12.2020

Pre-bid meeting	: On 17.12.2020 at 03.00 PM
Start date of submission of bids	: From 23.12.2020 at 03.00 PM
Last date/ time of download of bid form	: Till 04.01.2021 upto 04.00 PM
Last date/ time of upload of the bid	: Till 04.01.2021 upto 04.00 PM
Date and time of opening of the bid	: On 05.01.2021 at 03.00 PM
Date and time of opening of the financial bid	: To be intimated through eproc bid automated Messaging system
Price of bid document	: Rs. 5900/-
E- bid processing fee	: Rs. 1000/

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur -302006

Tel. No. : 0141-2740841 Fax : 0141-2740676

Email : dgmpurchase.rsgsm@rajsathan.gov.in

NOTICE INVITING BIDS

NIB. NO. RSGSM/AB PACK/RC/2020-21/Pur/49

Dated 11.12.2020

1. Online unconditional bids are invited from interested distillers/bottlers under single stage two bid system for bottling and packing of Alcoholic beverages i.e. RML/CL/IMFL under rate contract. Details are as under:

S.No.	Name of Article	Job work through franchisee agreement	Amount of bid security (in Rs.)	Validity period of bids	Place of bottling and packing
1.	Alcoholic beverages (i.e. country liquor, Rajasthan made liquor & Indian made foreign liquor) as per RSGSM requirement or third party or bidder's own brands.	Bottling and packaging in asptic brick pack of 180 ml	3.87 lacs for one station	90 days	1. RC Ajmer, 2. RC Dungarpur. 3. RC Dholpur 4. RC Kota

2. Bidding document can be seen at website <http://www.rajexcise.gov.in>, <http://sppp.rajasthan.gov.in>. Bid form may be also seen and downloaded from website <http://eproc.rajasthan.gov.in>. The price of bidding document may be paid along with user charges/processing fee before at the time of submission of the bid.
3. **Due to Corona pandemic, bidders may also pay the fee online before the due date and upload the details online:**

- 1) Online payment towards bid fee, processing fee and bid security shall also be accepted along with the other methods mentioned in the bid. The bidders may deposit the requisite fee through NEFT/ RTGS in the following bank account of RSGSM and upload copy of the deposition slip with details (viz. name of depositor, amount with break-up of the three types of fee, bank branch, bank transaction number, date, etc.) for verification:

Beneficiary Name:	Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur
Beneficiary Account Number:	25220200001309
Bank Name:	Bank of Baroda
Branch Name:	BaisGodam, Jaipur Branch
IFS Code:	BARB0INDBAI

- 2) The affidavits and other documents which are to be submitted on non-judicial stamp papers may be also submitted on letter heads of the bidder firm and the stamp duty towards these affidavits/ documents may be attached with them by uploading the e-challans of the stamp fee of the requisite amount deposited online on e-GRAS portal of Rajasthan Government in the following budget head:

Non- judicial stamp paper/ notarial:	0030-02-102-02-00
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Rajasthan State Ganganagar Sugar Mills Ltd.

(Income from sale of other non-judicial stamps)

Please attach separate e-challan for each affidavit and mention the NIB number in the remarks column of the challan.

4. ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेबसाइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑनलाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडदाताओं के पास EProcurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केनकॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- घ कोई भी बिड इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
- ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑनलाईन दर्ज करें।
- च ऑनलाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणाम स्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।
- छ बिडर, यदि आवश्यक होतो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेन्ट सेल हेल्प डेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 5900 मय जीएसटी (RSGSMLtd. payable at Jaipur के पक्ष में), बिडप्रोसेसिंग शुल्क रु. 1000 (MD, RISL, payable at Jaipur के पक्ष में), बोलीप्रतिभूति राशि (RSGSM Ltd. payable at Jaipur के पक्ष में) के डिमान्डड्राफ्ट/बैंकर्स चैक एवं मूल शपथ पत्र (रु. 100/- के नॉनज्यूडिशियल स्टाम्प पेपर पर) एवं एनेक्सर'बी' (रु. 100/- के नॉनज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफ लाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भर कर हस्ताक्षरित एवं मोहर बंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड कर दिए गए हैं। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676
Email :dgmpurchase.rsgsm@rajasthan.gov.in

NIB. NO. RSGSM/AB PACK/RC/2020-21/ Pur/

Dated 11.12.2020

Notice inviting e-bid

Bids are invited for bottling and packaging of Alcoholic beverages i.e. RML/CL/IMFL in aseptic brick packs of 180 ml for RSGSM or third party or bidder's own brands from interested bidders up to 4.00 p.m. of 04.01.2021. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://rajexcise.gov.in/>, departmental website.

UBN:

Dy. General Manager (Purchase)



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd .Office :4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur-06.

Tel: 0141-2740841, Web: www.rajexcise.gov.in

Email: dgmpurchase.rsgsm@rajasthan.gov.in

CIN:U15421RJ1945SGC000285

Instructions to bidders:

1.	NIB no.	RSGSM/RML/OCB/2020-21/Pur/49 Dated 11.12.2020
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Duration of contract	Three year from the date of execution of agreement. The contract may be continued in the next 3 years subject to Excise Policy, mutual consent and satisfactory performance. If the new excise policy for that year permits and If performance is found satisfactory.
4.	(i) The price of the bidding document	Rs. 5900/- including GST by way of demand draft/banker's cheque/ online in the name of 'Rajasthan State Ganganagar Sugar Mills Limited payable at Jaipur.
	(ii) E - bid processing fees	Rs. 1000/- by way of demand draft/banker's cheque/ online in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring entity's address (for clarification purposes only)	Dy. General Manager (Purchase) Rajasthan State Ganganagar Sugar Mills Limited, 4th Floor, Nehru SahkarBhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email id : dgmpurchase.rsgsm@rajasthan.gov.in
6.	Pre-bid meeting	On 17.12.2020 at 03.00 pm
7.	Language of the bid is	English /Hindi
8.	Documents required to be submitted along with technical bid	As detailed in technical bid check list
9.	Bid validity period	90 days from the date of opening of technical bid
10.	Bid security	₹ 3.87 lacs for one station through demand draft/ banker's cheque/ online in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' payable at Jaipur, should reach RSGSM head office, Jaipur up to 4.00 p.m. of 04.01.2021 .
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/letter of authorization under signature of competent authority on the letter head of the company/firm
12.	Downloading of bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 4.00 p.m.on 04.01.2021 .
13.	Submission of bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 4.00 p.m. on

Rajasthan State Ganganagar Sugar Mills Ltd.

		<p>04.01.2021. Electronic submission of bid is mandatory. Bids received after the specified date and time shall not be accepted.</p>
14.	Opening of bids (a) technical bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.00 p.m. on 05.01.2021 (on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(b) Financial bid	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LoA).
16.	Work performance security	2.5% of value of ordered/ desired quantity of one quarter (3 months) within 15 days from the date of issue of letter of acceptance (LoA)/ at the time of execution of agreement.
17.	Appellate authority	<p>First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur.</p> <p>Second: Any two Directors appointed by the Board of Directors of RSGSM, RSGSM (HO), Jaipur.</p>

I/ We _____ (*name of the bidder*) in the capacity of (*designation*) as bidder have read the instructions, NIB and all the terms and conditions of bid annexed hereto carefully and agree to abide by all the terms and 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/individual : _____

Office address (with PIN code) : _____

: _____

: _____

Factory address (with PIN code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- Mail id : _____

Mobile : _____

Website if any : _____

Statuary details

GSTN : _____

PAN : _____

Bid Processing Fee DD/BC No./Online detail & amount: _____

Bid Fee DD/BC No./Online detail & amount : _____

Bid Security DD/BC No./Online detail & amount: _____

Details of bank account of the bidder

Bank name and branch address : _____

Bank account no : _____

Bank IFSC/MICR code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

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

नोट : उक्तसभीप्रविष्टियांपूर्ण व अनिवार्य रूपसेभरें।

Rajasthan State Ganganagar Sugar Mills Ltd.

Special Terms and Conditions

Important instructions: The laws 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 forces which are available on the website of state public procurement portal <http://sppp.rajasthan.gov.in>. Therefore, 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/rules and this bidding document, the provisions of the act and the rules shall prevail.

1. Specifications:

S.NO.	Name of article	Specifications
1.	Alcoholic beverages (i.e. country liquor, Rajasthan made liquor & Indian made foreign liquor) as per RSGSM requirement or third party or bidder's own brands.	Bottling and packaging in asptic brick pack or AB Pack of 180 ml volume for RSGSM or third party or bidder's own brands.

2. Packing:-

- a. The Alcoholic beverages i.e. RML/CL/IMFL should be primarily packed in aseptic brick packs of 180 ml and secondary in corrugated box containing 48 nips of 180 ml in one case.
 - b. Or any other size of packaging agreed and approved by RSGSM.
3. Rate: - Bidder should quote the Bottling and Packaging charge/royalty on per case basis in Indian Rupees inclusive of all charges and taxes except GST.
4. Bottling and Packaging charge includes manpower, consumables, R&M, O&M, packaging material and all other utility expenses. RSGSM will provide raw material, only for RSGSM brands.
5. Processing fee Rs.1000 and bid document fee Rs. 5900/- is to be submitted invariably, without which bid will out rightly be rejected.
6. Bid security of Rs. 3.87 lacs for each station and Rs. 15.48 lacs for all four station, A bidder may bid for bottling and packing at any one or more or all the RC(s) and in such case it will have to submit bid security accordingly.

7. Eligibility and Evaluation Criteria:-

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

Or

Bidder should have collaboration with any distiller/bottler.

Or

Rajasthan State Ganganagar Sugar Mills Ltd.

The Bidder should have experienced personnel or consultant or advisor having at least 5 years' experience of working in liquor industry on its roll (if the experience of any personnel is taken into consideration, then that consultant or advisor should have a binding agreement with the bidder for the tenure of 3 years for which the contract would be awarded initially by RSGSM).

- b. The bidder firm should have average annual turnover of 5.00 crore in last 3 financial years i.e. 2017-18, 2018-19, 2019-20. If the final accounts of 2019-20 are not prepared, the bidder firm may submit turnover of 2016-17 and attach CA audited accounts/ certificate for estimated turnover of 2019-20.

Or

The bidder firm would be additionally deposited Rs.10.00 Lacs for each site.

8. A bidder shall have to submit GST registration certificate compulsorily; failing which bid may be rejected.
9. In case of a partnership firm, a copy of partnership deed and in case of a company, a copy of memorandum of articles and association and in case of LLP copy of partnership deed will have to be submitted along with the technical bid.
10. 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 an MSME unit. The provisions of finance department notification dated 19-11-2015 shall apply.
11. 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/bottling plant. This certificate will not be required if the bidder is not operating its distillery/bottling plant but fulfills other eligibility conditions.
12. **Financial evaluation:** The bidder possessing the requisite technical qualifications and who quotes the minimum bottling & packing charges per case for RSGSM brands and the highest bottling & packing royalty per case for third party brands without GST for each station and for 15000 cases shall be treated as L-1.
13. The successful bidder within 15 days 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 its company's/firm's past/present performance, turnover, assets and liabilities etc.
14. The successful bidder will have to set-up the bottling and packing facility of minimum 15,000 cases per month for Alcoholic beverages i.e. RML/CL/IMFL in aseptic brick packs 180 ml at one station (RC) within the RSGSM premises for which bid has been submitted or if RSGSM land is not available then in that case it can be set up on any other

Rajasthan State Ganganagar Sugar Mills Ltd.

commercial land but at that location only which is mentioned in the tender.

15. The successful bidder may be ordered to produce and supply more than the minimum production quantity of 15000 cases in a month (with its consent) based on the actual sale and available stock at RSGSM depots.
16. The successful bidder will be responsible for making the entire investment (including all govt. levies, taxes and excise fees) for the bottling and packaging of Alcoholic beverages i.e. RML/CL/IMFL. In addition, the bidder will have to comply as follows:
 - a. Site development, sheds, civil works and installation of the plant, equipment for bottling & packing and necessary man power required in process of bottling and packing at its own cost. The installation work should be completed within 180 days from the date of issuance of LoA to the successful bidder. If delay occurs due to some unavoidable circumstances, then a reasonable period of grace may be granted at the level of DIC, RSGSM.
 - b. If the plant is set up at RSGSM Reduction Center then only land will be provided by RSGSM in its premises at identified RC(s). After paying a fair rent for not more than 10 years (in any case) from the date of execution of agreement. This rent amount will be increased by 10% every year.
 - c. Successful bidder shall have to arrange all the required packaging material up to the satisfaction of procuring entity at its own level out of its 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 for 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. It is 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. Procurement of fixed assets
 - g. To obtain Bonded Warehouse License from Excise Department.
 - h. License from Inspector of Factories & Boilers
 - i. Consent to Establish from Rajasthan Pollution Control Board (NOC)
 - j. Consent to Operate from Rajasthan Pollution Control Board (NOC)
 - k. To obtain FSSAI License
 - l. NOC from Fire Department
 - m. Any other license / NOC/permission etc.

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17. After selection through bid process, the successful bidder will have to get franchisee/bottling license from concerned authority/authorities. The successful bidder will have to obtain a bottling license from Excise Commissioner. If successful bidder already possesses the same, then it will be required to be renewed only. Bottling license could be issued on the basis of agreement executed between successful bidder and RSGSM.
18. The successful bidder will have to commence the supply of Alcoholic beverages i.e. RML/CL/IMFL within 30 days from the date of commissioning of the plant subject to obtaining of all permissions and license from the excise and other concerned department. If it fails to do so then the bid security could be forfeited.
19. If the successful bidder decided to produce at other than RSGSM land then RSGSM will depute a supervisory official to overlook the production process for RSGSM brands.
20. The bottling and packing of Alcoholic beverages i.e. RML/CL/IMFL will be processed in allotted RSGSM's premises under close supervision of RSGSM staff or any person authorized by RSGSM.
21. Accounting system will apply as per State Excise Rules/Notification and/ or procedure lay down by RSGSM and amended from time to time. RSGSM will get Excise approvals and permits issued for spirit and also issue supply schedules to suppliers of flavor/color etc. on the basis of demand of successful bidder for RSGSM Brands. All these items will be under joint possession of RSGSM and successful bidder under supervisory control of officer in the relevant excise rules. RSGSM may determine and implement necessary action plan for quality control and supervision.
22. The successful bidder shall be responsible for the compliance with all rules and regulations regarding manufacturing of liquor including adherence to the quality norms fixed by the Excise Commissioner and food standards & safety department or any other Govt. Department.
23. 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.
24. Successful bidder can deal with the excise department, RSGSM or any other government department with regard to manufacture of Alcoholic beverages i.e. RML/CL/IMFL on the basis of LoA/ work order issued to him.
25. Name of brand and label would be decided by RSGSM for bottling and packing of Alcoholic beverages i.e. RML/CL/IMFL. In case of third party arrangement it will be decided by bidder.
26. Brand and label would be got registered in the name of RSGSM in case of RSGSM only.
27. Trade mark registration under IPR of brand and label will be of RSGSM only.

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28. **Contract period Clause:** Packaging and bottling contract period will be for 3 years from the date of commencement of production which can be further renewed for 3 years on the same terms and conditions. It subject to satisfactory performance of successful bidder, excise policy, mutual consent and approval of DIC, RSGSM. If, the contract with RSGSM will not be continued than RSGSM will not be responsible or liable to the bidder for any losses, damages, compensation etc in any circumstance.

29. **Land Lease Clause:-**

- a. If the successful bidder sets up the bottling unit on RSGSM land and in light of Contract period clause contract with RSGSM cannot be continued or the extended contract period gets over, then the bidder as per approval from excise can run the bottling and packaging for third party brands on RSGSM land after paying a monthly sum/royalty on per case basis as per rate quoted and a fair rent for not more than 10 years (in any case) from the date of commencement of production. In this case RSGSM will issue a Lease Letter to successful bidder.
- b. Rent of RSGSM land is based on fair rent certificate issued by PWD or any govt. institution. Successful bidder shall have to apply for fair rent certificate at the office of competent authority of PWD through RC. RC will coordinate to obtain this fair rent certificate within a period not more than 3 months from date of issuance of Lease Letter. This rent amount will be increased by 10% every lease year.
- c. The quoted royalty amount will also increase by Rs. 2.00 per case annually.
- d. In case of Land Lease RSGSM is not liable for any raw material, tax, levy, penalty, natural calamity and any other financial or administrative liability from any Govt. department or private party.

30. **Change in specification clause :-**

- a. If excise policy allows, then RSGSM can take Alcoholic beverages i.e. RML/CL/IMFL in other than 180 ML size and in other than asptic brick technology i.e pet/glass/other of packaging also. Rates are revised proportionally.
- b. If RSGSM wants to make IMFL also from the successful bidder on contract manufacturing, it can do so on the same terms and conditions. However, all expenses related to set up/govt. levies/excise fees, will be borne by successful bidder.

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31. **The orders for supply in a given month will be placed in the last week of the previous month depending on the demand, market feedback and available stock.**
32. **Permissible Wastage Clause :-**
- a. 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, subject to any changes by Excise Department time to time:
 - i. Transit wastage : 0.20%
 - ii. Storage wastage: 0.40%
 - iii. Blending wastage: 0.15%
 - iv. Bottling wastage: 0.15%

TOTAL: 0.90%
 - b. All type of wastage will be borne by successful bidder but wastage above 0.5% in packaging material will be physically verified by GSM authorized officials.
33. **Third Party Packaging Clause:-**
- a. If plant of successful bidder's remains idle or does not run on its full capacity then it may be allowed to bottle its own or third party brands in AB pack/Pet bottle /Glass bottle after permission of DIC, RSGSM/Excise and other relevant departments, and in lieu of that bidder shall have to pay a sum/royalty on per case basis as per rate quoted to RSGSM. The quoted royalty amount will be increased by Rs. 2.00 per case annually.
 - b. If successful bidder opt for third party packaging RSGSM is not liable for any raw material, tax, levy, penalty, natural calamity and any other financial or administrative liability from any Govt. department or private party.
 - c. Payment of royalty to RSGSM is on monthly basis and within 10 days of next month. After 10 days 12% monthly interest would be charge.
 - d. In case of third party packaging bidder should arrange separate storages for raw material and finish goods before applying permission.
 - e. Successful bidder should maintain confidentiality of RSGSM production and trade practices.
34. **First Right Clause:-** Bidder should prefer RSGSM first for bottling & packaging activity and related activities.
35. A bidder should have never been declared as blacklisted or bankrupt. 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.
36. In case of violation of any terms and conditions of the contract/bid by the successful bidder, the contract will be terminated by RSGSM and performance security with GST will be forfeited.

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37. **Payment:** Invoice as per the agreed bottling charges for bottling volume ordered in a month will be submitted by the successful bidder to RSGSM on weekly basis and payment for the same will be transferred to the successful bidder's designated bank account by RSGSM through RTGS.
38. The bid security taken from a bidder shall be forfeited in the following cases, namely:
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - 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;
 - when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act.
39. **Performance security-** The amount of performance security shall be @ 2.5% of contract value of three months based on approved bottling and packing charges per case for production of 15000 cases/ month for 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:
- Bank draft or banker's cheque of a scheduled bank.
 - 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.
 - Bank guarantee of a scheduled bank.
 - 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.
40. Bidder should enclose certified copy of the entire required document as per criteria/ checklist enclosed with bid form. Checklist is enclosed at **annexure 'F'**.
41. Execution of agreement- The bidder shall execute the agreement on a non-judicial stamp of specified value at its cost.
42. Digitally signed scanned copy of bid document; DD/ BC/ online instrument of Rs.5900/- for bid document; DD/ BC/ online instrument of Rs. 1000/- for e-bid processing fees; DD/ BC/ online instrument of bid security and other relevant documents shall be uploaded and BoQ shall be uploaded separately online(E-procurement).

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43. **Apart from above the bidder shall have to read carefully and upload duly signed the following Annexure A,B,C and D**

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.

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.
47. For smooth working, operational convenience and better accounting system, at a later stage RSGSM can take out right supplies of Alcoholic Beverages i.e. Country Liquor, Rajasthan made liquor and IMFL from the successful bidder at a price which will be calculated in the manner given below.

In such a case, the bidder will have to procure ENA and other materials (i.e. caramel color, essence) directly in its own name from the vendors. RSGSM will pay prevailing approved rate of ENA, other materials or bidder purchase rate whichever is less.

The invoice for the supply of Alcoholic beverages i.e. Country Liquor, Rajasthan made liquor and IMFL to RSGSM on outright basis would be raised by the successful bidder at a value which will be the aggregate of

1. Cost of ENA and other materials (i.e. caramel color, essence) as per the rates approved by RSGSM
2. Bottling and packaging charges as quoted by the bidder.
3. Bottling Fees and Excise Duty as per applicable rates.
4. GST/VAT as per applicable rates

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GENERAL TERMS & CONDITIONS

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If it 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. The authorized signatory shall 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, 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, its 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 and upload bid form at the end of each page as token of his acceptance of all the terms and conditions of the bid.
8. **Bid Security (as per FD notification dt. 13-8-2020)-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 1% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan, it shall be 0.25% 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 0.5% 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.

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- 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 for 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.
- 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.

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9. Performance security (as per FD notification dt. 13-8-2020)-

- 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 2.5 percent 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 0.5 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 1 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 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.
- 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 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.

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- 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.
11. Bid shall be valid
- a. 90 days from the date of opening of technical.
 - 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 within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion may 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

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- 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 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 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.
 - (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/supplier, 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 seat 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, its 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

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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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TECHNICAL BID (CHECK LIST)

To be filled by the bidder

(Information to be provided along with the bid document & requisite bid security.

Without bid security the bid shall not be considered for evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1.	Name of the bidder		■
2.	Name of the owner/status of bidder (enclose verification from respective bank/ partnership deed/memorandum of articles and association etc.)		■
3.	Address: - (a) Office address, phone no, fax no, email (b) Factory address phone no, fax no, email	_____ _____ _____ _____ _____ _____ _____	■
4.	Whether registered with the industries department (if yes kindly indicate number with date and validity of MSME industries along with filled for which MSME certificated held) (Enclose copy of permanent MSME unit certificate or equivalent)		
5.	GSTN (Registration with the state tax department) (Enclose copy of certificates of GSTN/TIN)		
6.	Latest GST challan/Return (Enclose payment copy of latest challan of last quarter)		
7.	Income tax permanent account no. (Enclose copy of PAN)		
8.	Bid Security/ bid form fee/processing fee(Mention Details)	1. 2. 3.	
9.	Affidavitas per annexure B (On Rs 100/- nonjudicial stamp paper duly notarized)		■
10.	Whether bidder has a distillery/ bottling plant in Rajasthan or outside Rajasthan. (a copy of license must be enclosed) Or Whether bidder has collaboration with any		

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	distiller/ bottler. Or Whether bidder has an experienced personnel having at least 10 years' experience of working in distillery/bottling line on its roll.		
11.	Duly signed bid document uploaded or not		

Please Note:

1. All the copies submitted should be duly self-attested/certified by a gazetted officer/notary public / oath commissioner)
2. All details should be filled properly, necessary in check-list and it is mandatory to enclose every certified document as required .

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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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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

Doc1

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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

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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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Annexure 'E'

Technical Bid Submission Sheet

NIB. NO. RSGSM/ RML/OCB/2020-21/Pur/49

Dated: 11.12.2020

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 subject matter of procurement.
- 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 subbidders 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: _____

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SR FORM-17

AGREEMENT

(See Rule 68)

An agreement made thisday ofbetween (hereinafter called "**the approved supplier**"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and **the Rajasthan State Ganganagar Sugar Mills Ltd.** (herein after called "**the RSGSM**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the RSGSM to supply to the_____ of the Rajasthan State Ganganagar Sugar Mills Ltd. at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column_____ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs._____ in _____.

(1) Cash/Bank Draft/ Bank Guarantee /Banker Cheque No._____ dated_____.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificates/Defence Savings Certificates, KisanVikasPatras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through_____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in_____ and _____ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No._____ dated_____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

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(3) Letters Nos. _____ received from tenderer and letters nos. _____ issued by the Government and appended to this agreement shall also form part of this agreement.

(4)

(a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through _____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified below:-

1. _____
2. _____
3. _____

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

a) From to

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

S. No.	Items Quantity	Delivery period
a)	Delay upto one fourth period of the prescribed delivery period.	2½% + 18% GST
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
c)	Delay exceeding Half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
d)	Delay exceeding three fourth of the prescribed delivery period.	10% + 18% GST

Note :

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

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(2) 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.

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

In witness whereof the parties hereto have set their hands on the..... day of201.....

Signature of the approved supplier.	Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd. Dy. General Manager (Purchase)
Date:	Date:
Witness No. 1	Witness No. 1
Witness No.2	Witness No.2

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