

Notice Inviting e-Bid

E-BID

**FOR TAKING UP FRANCHISEE OF RAJASTHAN STATE
GANGANAGAR SUGAR MILLS' PRODUCTS (ROYAL HERITAGE
LIQUEUR, FOLK HERITAGE LIQUEUR & WINES) FOR RAJASTHAN
& TELANGANA STATES AND INTERNATIONALLY FOR USA**

ON H-1 Basis

Two Part Online Bid

(Single Stage)

Part I

TECHNICAL BID

(To be Submitted Duly Filled And Signed Along With The Bid)

NIB. NO. RSGSM/Heritage/RC/2024-25/Pur/07

Date: 13.08.2024

Pre-bid meeting	:	On 16.08.2024 at 12.00 noon
Bid submission start date	:	From 20.08.2024 at 03.00 p.m.
Last date/ time download of bid form	:	Till 29.08.2024 up to 6.00 p.m.
Last date/ time of upload of the bid	:	Till 29.08.2024 up to 6.00 p.m.
Date and time of opening of the bid	:	On 30.08.2024 at 03.00 p.m.
Date and time of opening of the financial bid	:	To be intimated through eproc automated messaging system
Price of bid document	:	Rs. 5900/- including GST
Price of e- bidding process fee	:	Rs. 2500/-

Rajasthan State Ganganagar Sugar Mills Ltd.

Regd. Office: 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

CIN:U15421RJ1945SGC000285

E-mail: dgmpurchase.rsgsm@rajasthan.gov.in

NOTICE INVITING e-BIDS

NIB.NO. RSGSM/Heritage/RC/2024-25/Pur/07

Date 13.08.2024

1. Online unconditional bids are invited for taking up franchisee of Rajasthan State Ganganagar Sugar Mills' products (Royal Heritage Liqueur, folk Heritage Liqueur & Wines) for Rajasthan & Telangana States and internationally for USA 6.00 p.m. of 29.08.2024 as listed below:-

S. NO.	Name of Article	Estimated Value of Bid	Bid Security	Validity Period of Bids
1	E- bid For taking up franchisee of Rajasthan state Ganganagar Sugar Mills' products (Royal Heritage Liqueur, folk Heritage Liqueur & Wines) for Rajasthan & Telangana States and internationally for USA	₹ 25,00,000	50,000	90 days

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. **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-III), 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 बिडर्स के पास E-Procurement 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 प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्र 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।

ड बिड प्रपत्र में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑनलाईन दर्ज करें।

च ऑनलाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलकमार्ग, जयपुर के ई-प्रोक्यूरमेंट सेल हेल्प डेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।

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- 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), बिड प्रोसेसिंग शुल्क रु. 2500 (MD, RISL, payable at Jaipur के पक्ष में), बोली प्रतिभूति राशि (RSGSM Ltd. payable at Jaipur के पक्ष में) के डिमाण्ड ड्राफ्ट/बैंकर्स चैक/ऑनलाईन जमा विवरणी एवं एनेक्सर' बी' (रु. 100/- के नॉनज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएमएम, (CoERRA) अरण्य भवन के सामने में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन 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 भरकर 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।

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

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NIB. NO. RSGSM/Heritage/RC/2024-25/Pur/07

Dated – 13.08.2024

NOTICE INVITING BID

Bids for taking up franchisee of Rajasthan state Ganganagar Sugar Mills' products (Royal Heritage Liqueur, folk Heritage Liqueur & Wines) for Rajasthan & Telangana States and internationally for USA on H-1 basis are invited from interested bidders up to 6.00 p.m. of 29.08.2024. 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://excise.rajasthan.gov.in/>, departmental website.

UBN

Dy. General Manager (Purchase)

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Instructions to bidders:

1.	Nib no.	RSGSM/Heritage/RC/2024-25/Pur/07
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	For taking up franchisee of Rajasthan state Ganganagar Sugar Mills' products (Royal Heritage Liqueur, folk Heritage Liqueur & Wines) for Rajasthan & Telangana States and internationally for USA; Period of the contract will be as per condition 2.1
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. 2500/- 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) Tel. No. : 0141-2740841 Fax : 0141-2740676 E-mail: dgmpurchase.rsgsm@rajasthan.gov.in Tel. 0141-2740841 Fax :0141-2740676 Email Id : dgmpurchase.rsgsm@rajasthan.gov.in
6.	Pre-bid meeting	On 16.08.2024 at 12.00 noon
7.	Language of the bid is	English and/or 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	The amount of Bid Security shall be 2 % of Estimated value of maximum offered quantity through Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, should reach at Head office, Jaipur up to 6.00 PM on 29.08.2024.
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 6.00 p.m. on 29.08.2024.
13.	Submission of bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 p.m. on 29.08.2024. Electronic submission of bid is mandatory. Bids received after the specified time and date shall not be accepted.

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14.	Opening of bids (a) technical bid	Board room of RSGSM, 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004 at 03.00 p.m. on 30.08.2024 (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.	<i>Appellate authority</i>	First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. Second : Secretary Finance(Budget)

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 : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- Mail ID : _____

Mobile : _____

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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 : उक्त सभी प्रविष्टियां पूर्ण व अनिवार्य रूप से भरें।

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Special Terms and Conditions

Important instructions: - 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/rules and this bidding document, the provisions of the act and the rules shall prevail.

Location: Jaipur, Rajasthan, India

Agency: Rajasthan State Ganganagar Sugar Mills Limited

Assignment Title: Franchisee of Rajasthan State Ganganagar Sugar Mills' products (Royal Heritage Liqueur, Folk Heritage Liqueur & Fruit Wines) for Rajasthan & Telangana states, & for USA.

1. Introduction & Context

Rajasthan State Ganganagar Sugar Mills Limited (referred to as "the company" hereafter), one of the oldest state government undertaking in Rajasthan, hereby invites prospective investors to take up franchisee for its prominent liquor products categorised as Royal Heritage Liqueur (RHL), Folk Heritage Liqueur (FHL) and Fruit Wines across other Indian states and other countries around the globe. Among these products, the products branded as Royal Heritage Liqueur (RHL) are already among prominent heritage liqueurs having high demand and following among connoisseurs of upmarket liqueur. The production of RHL was started by RSGSM in 2006 based on old recipes of erstwhile princely states.

Continuing with the learnings & experience since the development & introduction of Royal Heritage Liquor brands in the market that also carry & prominently demonstrate the elements of Rajasthan state as a geographical as well as a cultural identity with rich heritage & legacy, the same endeavour has been expanded through development of Royal Folk Liqueur and Fruit Wine products to boost the same identity elements of the state of Rajasthan.

The company has been exploring the interest in the market where interested parties may like to associate with it for taking up franchisee of RSGSM's prominent products

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(Royal Heritage Liqueur, Folk Heritage Liqueur & Fruit Wines) for Rajasthan & Telangana states & USA.

In order to further expand avenues for RHL & Fruit Wines of RSGSM Rajasthan & Telangana & USA, Expression of Interest is invited from interested individuals, private companies or a public-sector organizations or associations (such as club etc.) having experience of selling comparable products in similar markets within the country.

1.1. Royal Heritage Liqueurs

The company is producing Royal Heritage Liqueurs, the prominent brands being Royal Chandr Hass, Royal Kesar Kasturi, Royal Jagmohan, Royal Rose, Royal Saunf and Royal Elaichi. (The company may add other brands also in near future.)

1.2. Folk Heritage Liqueurs & Fruit Wines

The company appreciates the popularity of fruit made liqueur called “Schnapps” in Germany and Nordic countries. The Company may also introduce Folk Liqueur produced from flowers like Mahuwa and also fruits like Dates, Custard Apple, Kinnow, Honey, Cane juice etc. to encourage local farmers in growing these fruits more and benefit from this incentivizing opportunity. Following are the key considerations for the company for promoting such products:

- (i) There will be minimum of five (5) ingredients in Folk Heritage Liqueur except in Raj-Mahuwa.
- (ii) Substantial fraction of the profit margin from such Folk Liqueur shall be used in the development and social upliftment of people belonging to area where the ingredient & fruits for these products are grown.
- (iii) The employment opportunities generated due to these products shall be offered to the people from the areas of concerned heritage & culture.

At present, the company is only producing Heritage liqueurs but at national and international level, Folk Heritage Liqueurs & Fruit Wines, based on fruits is also popular and in vogue.

Folk Heritage Liqueur and Fruit Wines are being promoted with a view to encourage the farmers & fruit growers and help their products sold at remunerative prices. Folk Heritage Liqueur is also expected to promote tribes of regional places and their culture while also facilitating financial and social up-gradation of those places and people.

1.3. Production & bottling

The production these products shall be carried out at the company's Royal Heritage Liqueur Distillery, Jhotwara (Jaipur) with state-of-art technology and semi-automatic plant. The plant has an RO Plant for purification of water to have quality water to be used in RHL production process. The process of fermentation and distillation of RHL

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has also been kept similar to the process adopted by Rulers/Thikanedars, i.e., earthen pots, copper and brass utensils were used to produce these liqueurs.

The company is producing three brands of Royal Heritage Liqueurs i.e. Royal Kesar Kasturi, Royal Jagmohan, Royal Chandr Hass. Soon the company will also launch other RHL products such as Royal Elaichi, Royal Rose and Royal Saunf. The details regarding production are as follows:

- (i) There are two Potstills installed at Jhotwara Distillery where the capacity of Heritage Liqueur Potstill distillation is approximately 5,000 Bottles of 750 ml glass bottles. Besides 2 Potstill distillation plants, bottling lines, RO Plant and trained staff are available to carry out the quality production.
- (ii) The company has also obtained FSSAI License for all products of its portfolio including Royal Heritage Liqueurs. Further, the company shall be responsible for similar certification for other products developed in future also.
- (iii) The herbs and spices, procured from the market are being tested from NABL laboratories or NABL approved laboratories,
- (iv) The company will be producing the liqueur products in premium bottles with state of-art packaging.

2. Scope, Terms & Conditions

The bid is invited from eligible applicants for Rajasthan & Telangana states USA for exclusive franchisee rights. The applications may be submitted starting from the date of publication of this request and for any combination of product and states (Rajasthan or Telangana & USA) for which the exclusive franchisee rights have not been awarded to any other applicant at the time/date of submission of bid by the applicant.

2.1.Period of Franchisee Agreement

The franchisee rights for one or more states and/or products shall be awarded by determining the highest qualified (H1) bid offered for respective states upon receipt of application complete in all respect (with all the required information, supporting documents & fees from the applicant) and subject to evaluation of the applications by RSGSM. Each franchisee agreement shall be valid for five (5) years between FY 2024-25 to 2028-29 and further extendable on mutual consent of the company and the franchisee in the respective franchisee agreements.

The applicants/franchisees who have previously submitted and/or received franchisee rights for select state(s) may submit for franchisee rights for Rajasthan &/or Telangana states & for USA also. Similarly, past applicants whose previous expression of interest did not result in award of franchisee rights may also submit their bid for exclusive franchisee rights for Rajasthan &/or Telangana States & for USA

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2.2. Role of RSGSM

The company reserves the rights to add and /or amend the existing names of Heritage Liqueur Brands, as and when required. Further the company shall

- (i) manufacture the heritage liqueur products according to selected methods, recipe, ingredients, and products & branding scheme.
- (ii) make available the requested quantity of selected product(s) on agreed timeline & batches as bottled & packed as agreed,
- (iii) charge the franchisee on agreed price for the approved batch order as per approved payment terms.
- (iv) reserves rights to offer and enter into a franchisee agreement for the states in context in full or in parts at its sole discretion.
- (v) reserve the right to cancel or reject or accept or withdraw or extend the franchisee agreement in full or parts as the case may be without assigning any reason thereof.

2.3. Role of franchisee

- (i) The franchisee holder shall be under obligation to order the minimum quantity of finished goods as indicated under the franchisee agreement .
- (ii) All Goods shall be supplied according to the franchisee according to the price list as provided by the company from time to time.
- (iii) Various products of RHL shall be sold at Ex-distillery price (EDP). EDP shall be decided by the RSGSM and it is liable to be changed/ altered at any point of time unilaterally by RSGSM. EDP excludes taking out fee' payable to the Excise Department Government of Rajasthan for taking out excisable liqueur from the state of Rajasthan & all other taxes and charges of Government of Rajasthan, if any, shall be borne by the franchisee.
- (iv) The prices or the goods are exclusive of any applicable value added tax or GST or any similar tax, for which the Franchisee shall be liable in addition to the price.
- (v) The company shall undertake to provide the completely packed goods to the franchisee at the gates of the designated location/office of the company. Subsequent to handing over the good to the franchisee or their authorised representative, all responsibilities regarding the said goods including but not limited to transport, shipment, sale in assigned states) shall rest with franchisee and no liability of the company shall be entertained. The franchisee must be responsible for securing all necessary approvals & permissions (including permits) from concerned authorities for enabling the franchisee with procurement, shipment (transport through/export from/import into) and storage of the products at own expenses. The franchisee shall also be responsible for complying with the rules & regulations of the concerned authorities & regulators relevant for procurement, shipment & storage through applicable states/countries.

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- (vi) The franchisee must secure the Excise Verification Certificate (EVC) from the concerned authorities at the destination after completing the shipment as per the norms of Excise Department, Government of Rajasthan. Such EVC must be submitted by the franchisee to Excise Department with a copy to RSGSM. In case, EVC is not applicable/or in practice in the jurisdiction of the concerned destination, an equivalent certificate from the destination's competent authority must be secured by the franchisee and produced before the Excise Department, Government of Rajasthan & RSGSM.
- (vii) The franchisee shall not subcontract, assign or transfer all or any part of its work to any individual or organization without seeking prior permission of the Franchisor and it has no right to create any sub-Franchisee.
- (viii) The franchisee shall obtain all necessary government, statutory and other regulatory approvals for performance of the franchisee services as under this agreement and it shall be solely responsible for any fines or penalties resulting from non-compliances with the extant laws of state of Rajasthan as well as the of the state assigned to the franchisee.
- (ix) The Franchisor (RSGSM) and Franchisee shall check the goods regarding completely sealed packs before final handing over of the goods to the Franchisee holder, the Franchisor (RSGSM) shall provide a designated place for such checking and verification of goods as ordered.
- (x) The franchisee shall at all times be bound by the confidentiality clauses as notified in this document and subsequent franchisee agreement.

2.4.Registration fee and selection method for franchisee -

Minimum registration fee for franchisee is Rupees 1 lakh only (₹ 1,00,000.00) + GST per year as applicable per territory. Franchisee Rights will be awarded to the successful Franchises selected on the basis of highest franchisee fee offered in financial bid for the territory. Franchisee fee will increase @ 10% of basic value after every 12 month till actual period of agreement.

3. Branding & Marketing of Products

Rajasthan State Ganganagar Sugar Mills is promoting the craft and traditional culture of Rajasthan from which Royal Heritage Liqueurs were developed. Similarly, Folk Heritage Liqueurs & other fruit wines shall also be associated with the heritage & legacy of the Rajasthan state especially the royalties and tribal heritage & legacies associated with the products. The selected franchisee shall ensure that the imaging of the brands should not be diluted and must be given prominence in any promotional tools or methods used to promote the products by the franchisees in their respective states assigned. Brand promotions & marketing of the products by the franchisee shall be done in compliance with the extent rules and regulations of the concerned areas in the state(s) allocated to the franchisees. However, any such activity shall be performed by the franchisee at their own expense.

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4. Applicable Laws

The franchisee shall be subject to the laws of the respective state(s) and shall abide to comply at all times with the extent of rules & regulations of the state of Rajasthan, Telangana & USA.

5. States assigned

The franchisee shall be considered for an exclusive franchisee right for Rajasthan , Telangana & USA as per the interest submitted and following evaluation of the applicants' interest proposal.

In case of multiple requests received from the same applicant or more than one applicant for the same state/ country exclusive franchise rights for the each concerned state / country shall be awarded to the applicant with the highest bid . The company shall reserve the rights to allocate the exclusive franchisee rights for any product &/or any state and its decision shall be taken as final in this regard.

6. Allocation of Risk during Agreement period

During the period of agreement, the franchisee will be free to sale the RHL brands in the prescribed allotted state or country as per rules and in case of any losses outside RSGSM premises or goods lying unsold or not following rules /regulations of the state(s) will be the liability of the Franchisee .

7. Eligibility Criteria, Preparation & Submission of Bid

7.1. Eligibility, Application & Earnest Money

- (i) The applicants for the franchisee may be an individual, a private company or a public-sector organization or association (such as club etc.) eligible to conduct business in the state(s) they may be interested in taking franchisee for or undertakes to earn the same eligibility for concerned state(s).
- (ii) The applicant must deposit Rupees Five Thousand nine hundred only (₹5900.00) as non-refundable application fee for each application. The fee shall be paid through NEFT into A/c No.----- IFSC - __ payable at Jaipur in favour of Rajasthan State Ganganagar Sugar Mills.
- (iii) The applicants must make an Earnest Money Deposit (EMD) of Rupees Fifty Thousand only (₹ 50,000.00) alongwith the application, documents & application processing fee as mentioned above EMD shall be paid by the applicant through NEFT into A/c No as mentioned below.

Beneficiary Name:	Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur
Beneficiary Account Number:	25220200001309
Bank Name:	Bank of Baroda

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Branch Name:	Bais Godam, Jaipur Branch
IFS Code:	BARBOINDBAI

No interest shall be payable on EMD amount. While the amount deposited by the successful bidder shall be adjusted towards security deposit. The amount deposited by the unsuccessful bidders shall be returned after finalization of the proposal.

- (iv) The Applicants need to demonstrate the following in the application such that the Applicants shall be evaluated on the following parameters:
- A brief profile of the Applicant / Company/ Investors.
 - Past experience in running successful franchises, especially in Liqueur Sales Sector
 - Other franchises being operated.
 - The format/ model of running the franchises.
 - State(s) in which they are interested in operating the Franchise,
 - Annual Turnover of business (for the last five business years audited balance sheets and Income tax return of last five financial years have to be provided)
 - Duly filled Form- A
 - Any other suggestion and recommendation associated with the mentioned interest.
 - Copy/Proof of payment of Application Processing Fee & Earnest Money Deposit

8. Annexure – Form(s)

8.1. Application form

Sr. No	Description	Details
(i)	Name of the applicant with type such as an individual, a private company or a public sector organization or associations (Complete and relevant authorization of Directors/Owners shall be provided)	
(ii)	Postal Address/ Registered Address	
(iii)	Contact Details	
(iv)	Email Address	
(v)	VAT/GST/TAX ID details or equivalent TAX ID	
(vi)	TIN, If any	
(vii)	Experience in handling liqueur sales business (in years) along with proof	
(viii)	Average Annual turnover of business in last three financial years	
(ix)	Number of other Franchisee's being operated	
(x)	Company / Business profile	
(xi)	Mention the state or country for which applicant wants exclusive rights.	

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 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, 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. **EMD / Bid Security-**
 - i. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
 - ii. 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.
 - iii. The bid security may be given in the form of 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.
 - iv. 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

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a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

- v. 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.
- vi. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- vii. 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.
- viii. 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.
- ix. 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. 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

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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.
- 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.

10. Bid shall be valid

- a. 90 days from the date of opening of technical bid.
- 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.

11. 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.

12. 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.

13. The bids should be submitted along with samples, if required.

14. Liquidated Damages:

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- (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
 - 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

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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.
- 15. 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.
 - 16. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
 - 17. 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.
 - 18. **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.
 - 19. 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.
 - 20. 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.
 - 21. 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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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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Annexure 'G'

Technical Bid Submission Sheet

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 ENA.
- 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: _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Regd. Office: 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

CIN:U15421RJ1945SGC000285

E-mail: dgmpurchase.rsgsm@rajasthan.gov.in

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.

1. 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.
2. 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.
3. 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.
 - (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)

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- (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. _____
4. The delivery shall be effected and completed within the period noted below from the date of supply order:-
- a) From to
5. (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.
- (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.

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6. 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.