



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

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

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

CIN:U15421RJ1945SGC000285

Notice Inviting e-Bid

PROCUREMENT FOR SUPPLY OF RSGSM BRAND COUNTRY LIQUOR AND RML FROM APPROVED AND VALID BOTTLERS OF CL/RML AT DIFFERENT DEPOTS (F.O.R) OF RSGSM FOR TWO YEARS

**Two Part Online Bid
(Single Stage)**

Part I

TECHNICAL BID

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

NIB. NO. RSGSM/BOT OF MACHINE/OCB/2024-25/ PUR/60

Dated 15.03.2024

Pre-bid meeting	:	On 22.03.2024 at 11.00 am
Bid submission start date	:	From 26.03.2024 at 11.00 am
Last date/ time of download of bid form	:	Till 15.04.2024 up to 6.00 pm
Last date/ time of upload of the bid	:	Till 15.04.2024 up to 6.00 pm
Date and time of opening of the bid	:	On 16.04.2024 at 03.30 pm
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.

NIB NO RSGSM/BOT OF MACHINE/OCB/2024-25/ PUR/60

Date

NOTICE INVITING BIDS

Online unconditional bids are invited for **PROCUREMENT FOR SUPPLY OF RSGSM BRAND COUNTRY LIQUOR AND RML FROM APPROVED AND VALID BOTTLERS OF CL/RML AT DIFFERENT DEPOTS (F.O.R) OF RSGSM FOR TWO YEARS** Eligible Bidder at Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 pm dated on 15.04.2024 as listed below :-

S. no.	Name of article	Quantity in no's	Specifications	Validity period of bids
1.	PROCUREMENT FOR SUPPLY OF RSGSM BRAND COUNTRY LIQUOR AND RML FROM APPROVED AND VALID BOTTLERS OF CL/RML AT DIFFERENT DEPOTS (F.O.R) OF RSGSM FOR TWO YEARS	At DIFFERENT DEPOTS OF RSGSM ENCLOSED ANNEXURE -1	As per given in bid document	90 days

1. Bidding document can be seen at website <http://www.excise.rajasthan.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.

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

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन 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 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।
- ङ बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
- च ऑन लाईन 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।

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- छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्यरमेंट सेल हेल्पडेस्क 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 संशोधन/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) के डिमान्ड ड्राफ्ट/बैंकर्स चेक, बोली प्रतिभूति घोषणा (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) एवं एनेक्सर 'बी' (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। 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.

NIB. NO. RSGSM/SUPPLY/OCB/2024-25/ PUR/60

Dated – 15.03.2024

NOTICE INVITING BID

for **PROCUREMENT FOR SUPPLY OF RSGSM BRAND COUNTRY LIQUOR AND RML FROM APPROVED
AND VALID BOTTLERS OF CL/RML**

AT DIFFERENT DEPOTS (F.O.R) OF RSGSM FOR TWO YEARS

from Eligible Bidder up to **6.00 PM on 15.04.2024** 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://rajexcise.gov.in/>, departmental website. (UBN:)

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

Instructions to bidders:		
1.	NIB No.	RSGSM/SUPPLY/OCB/2024-25/ PUR/60
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	FOR PROCUREMENT FOR SUPPLY OF RSGSM BRAND COUNTRY LIQUOR AND RML FROM APPROVED AND VALID BOTTLERS OF CL/RML AT DIFFERENT DEPOTS (F.O.R) OF RSGSM FOR TWO YEARS
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) 3th Floor, Center of Excellence For Revenue Research& Analytice Facilitation Building, Near Aranya Bhawan, MG Road, Jhalana jaipur-302004 Tel. 0141-2740841 Fax :0141-2740676 Email Id: purchasersgsm@gmail.com
6.	The Pre-Bid Meeting	On 22.03.2024 at 11.00 AM
7.	The 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 opening of technical bids
10.	Bid Security	Bid Security of Rs. 1.24 Cr. should reach at Head office, Jaipur up to 6.00 PM on 15.04.2024
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 PM on 15.04.2024
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 PM on 15.04.2024 Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of Bids (a) Technical Bid	3th Floor, Center of Excellence For Revenue Research& Analytice Facilitation Building, Near Aranya Bhawan, MG Road, Jhalana jaipur-302004 at 03.30 PM on 16.04.2024 (on Rajasthan Government's portal www.eproc.rajasthan.gov.in)

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	(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: 1. 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 : _____

Website if any : _____

Statuary Details

GSTIN : _____

Rajasthan State Ganganagar Sugar Mills Ltd.

PAN : _____

Bid Processing Fee DD/BC No. & Amount : _____

Bid Fee DD/BC No. & Amount : _____

Bid Security detail : _____

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 where-ever necessary and strike out whichever is not applicable)

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.

. योग्यता:-

1. निविदादाता बॉटलर्स कम्पनी/प्रोप्राइटर के रूप में निविदा के पात्र होंगे। निविदादाता फर्म जी.एस.टी/पी.एफ/ई.एस.आई. एवं अन्य आवश्यक संस्था में रजिस्टर्ड होनी आवश्यक है।
2. फर्म को राजस्थान राज्य में न्यूनतम 01 ऑटोमेटिक/सेमी-ऑटोमेटिक मदिरा उत्पादन लाईन स्थापना, संचालन एवं मदिरा उत्पादन (पेट अथवा ग्लास अथवा ए.बी.पैक) का अनुभव होना आवश्यक होगा। फर्म द्वारा श्रमिक उपलब्ध कराकर लेबर वर्क अथवा रेट कॉन्ट्रैक्ट से मदिरा भराई का कार्य अनुभव को मदिरा भराई अनुभव के रूप में अनुमत नहीं होगा।
3. निविदादाता फर्म का गत 05 वर्षों में औसत वार्षिक टर्न ओवर 15.00 करोड़ रुपये होना आवश्यक है।
4. निविदादाता फर्म देशी मदिरा/आरएमएल/आईएमएफएल भराई/उत्पादन हेतु आबकारी विभाग राजस्थान द्वारा अनुमोदित, एवं वैध (**APPROVED, VALID**) होनी आवश्यक है।

2. निविदादाता की बाध्यता (Obligations) एवं स्कॉप ऑफ वर्क:-

1. सफल निविदादाता द्वारा अनुलग्न -1 में दर्शाये गये मदिरा डिपो पर देशी मदिरा/आरएमएल मदिरा की मांग अनुसार एफओआर आपूर्ति अनुबंध निष्पादित होने के उपरान्त अधिकतम 45 दिवस में प्रारम्भ करनी होगी।
2. सफल निविदादाता द्वारा आबकारी विभाग से आरएसजीएसएम की मदिरा भराई हेतु स्वयं के खर्च पर फ्रेन्चाईजी लाईसेंस प्राप्त कराना होगा।
3. निविदादाता को Fully Automatic bottling/ packaging line (PET or glass or AB Pack) बोटलिंग प्लांट होना आवश्यक है। Fully Automatic bottling/ packaging line (PET or glass or AB Pack) उपलब्ध नहीं होने की स्थिति में सफल निविदादाता द्वारा अधिकतम 90 दिवस में स्वयं के खर्च पर अपने बोटलिंग लाईन परिसर में Fully Automatic bottling/ packaging line (Pet or glass or AB Pack) की स्थापना की जाकर मांगानुसार देशी मदिरा (पेट पब्ले)/ग्लास एवं आरएमएल की पैकिंग कर आपूर्ति करनी होगी।

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4. होलोग्राम एप्लीकेटर, स्केनर एवं टी.एन.टी से संबंधित अन्य मशीनरी की स्थापना एवं संचालन। होलोग्राम पेस्टिंग कार्य।
5. मदिरा निर्माण हेतु आर.ओ. वॉटर की व्यवस्था निविदादाता द्वारा की जावेगी।
6. बोटलिंग प्लांट से मदिरा डिपो तक परिवहन का कार्य।
7. टी.एन.टी. (Track & Trace) हेतु स्थान एवं इन्टनेट/नेटवर्क की व्यवस्था निविदादाता द्वारा की जावेगी।
8. सफल निविदादाता के द्वारा अनुबंध अवधि में स्वयं के खर्च पर आरएमएल उत्पादन हेतु दक्ष ब्लेन्डर रखा जाना सुनिश्चित किया जायेगा।
9. आरएसजीएसएम के मदिरालय इंचार्ज स्तर का अधिकारी/कार्मिक बोटलिंग यूनिट पर पदस्थापित होगा जिससे मदिरा की गुणवत्ता सुनिश्चित हो सकें। पदस्थापित अधिकारी/कार्मिक द्वारा उत्पादन कार्य का पर्यवेक्षण किया जावेगा।
10. सफल निविदादाता द्वारा आर.एस.जी.एस.एम. द्वारा निर्धारित नॉम्स एवं स्पेसिफिकेशन के पैकिंग मेटेरियल जैसे पेट पच्चा, कार्टून बॉक्स, पी.पी. सील्स, लैबल्स, गम पेस्ट, बी.ओ.पी.पी. टेप इत्यादि का क्रय अपने स्तर पर देशी मदिरा की पैकिंग कर संस्थान को उपलब्ध कराया जाएगा। पेट पच्चा, कार्टून बॉक्स, पी.पी. सील्स, लैबल्स, गम पेस्ट, बी.ओ.पी.पी. टेप इत्यादि के निर्धारित नॉम्स एवं स्पेसिफिकेशन Annexure 2 & 3 संलग्न है।
11. एक या एक से अधिक पैकिंग मेटेरियल निर्धारित नॉम्स एवं स्पेसिफिकेशन के अनुरूप नहीं पाये जाने पर प्रतिमाह भराई (35 हजार केसेज 40 यूपी पेट 180 एमएल) हेतु परिगणित मूल्य का 5 प्रतिशत शास्ति आरोपित की जावेगी।
12. अनुबंध अवधि में बोटलिंग लाईन को स्वयं के खर्च पर मदिरा भराई कार्य (लैबर, ऑपरेटर इत्यादि) व अनुबंध के दौरान लाईन की मैन्टीनेन्स मय पाटर्स के कार्य का वित्तीय भार भी सफल निविदादाता को वहन करना होगा।
13. सफल निविदादाता द्वारा संस्थान की मांगानुसार देशी मदिरा एवं आरएमएल मदिरा कॉर्टन में पैकिंग कर उपलब्ध करानी होगी। पैकिंग मेटेरियल उपलब्ध न होने / मशीन में खराबी के कारण से यदि मासिक आपूर्ति नहीं हो पाती है तो आपूर्ति नहीं की गई देशी मदिरा/आरएमएल मदिरा के पेटे सफल निविदादाता से प्रति केस अनुमोदित राशि की पेनल्टी वसूल की जाएगी।
उदाहरण:- यदि फर्म द्वारा निर्धारित माँग से 1000 केसेज कम की आपूर्ति की जाती है तो फर्म से 1000 X अनुमोदित राशि प्रति केस की शास्ति वसूली जावेगी।
14. सफल निविदादाता द्वारा उपयोग में लिए जाने वाले पैकिंग मेटेरियल की सैम्पलिंग निविदा में निर्धारित समिति द्वारा लिया जा कर संस्थान की मदिरालय झोटवाड़ा लैब/संस्थान द्वारा अधिकृत एन.ए.बी.एल. लैब में परीक्षण किया जाएगा। लैब परीक्षण में उपयुक्त पाए जाने के उपरान्त पैकिंग मेटेरियल उपयोग में लिया जाना अनुमत होगा।
15. संस्थान द्वारा पेटे पच्चा/लेबल्स/कॉर्टन/पी.पी.सील्स की स्पेसिफिकेशन/ डिजाइन में बदलाव किए जाने की स्थिति में सफल निविदादाता को एक माह में संशोधित स्पेसिफिकेशन/ डिजाइन अनुसार देशी मदिरा पैक कर आपूर्ति करनी होगी।

3 संस्थान की बाध्यता (Obligations):-

1. मदिरा निर्माण में प्रयुक्त सामग्री यथा ईएनए, एसेन्स, कैरामेल इत्यादि संस्थान द्वारा दिया जावेगा।
2. मदिरा निर्माण संस्थान द्वारा पदस्थापित अधिकारी/कार्मिक के सुपरविजन में किया जावेगा।
3. मदिरा निर्माण/निर्गम एवं होलोग्राम से संबंधित रिकॉर्ड का संधारण।
- 4., बोटलिंग फीस, नवीन ब्राण्ड एवं लेबल अनुमोदन तथा पुराने ब्राण्ड का नवीनीकरण फीस /खर्च संस्थान द्वारा वहन किया जावेगा।
5. मदिरा निर्माण हेतु होलोग्राम की व्यवस्था संस्थान द्वारा की जावेगी। जिसका रिकॉर्ड संधारण संस्थान द्वारा किया जाएगा।

4. कार्य /अनुबंध अवधि:-

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अनुबंध अवधि 02 वर्ष की होगी, जिसे आर.टी.पी.पी. नियमानुसार बढ़ाया जा सकेगा।

5. सफल निविदादाता का चयन:-

(अ) निविदादाता द्वारा वित्तीय बिड में विभिन्न मदिरा डिपो हेतु पैकिंग मटेरियल सहित प्रति केस (180एमएल मात्रा के 48 नग, 750 एमएल के 12 नग) एफओआर दर प्रस्तुत की जावेगी। न्यूनतम दर प्रति केस के आधार पर सफल निविदादाता का चयन किया जाएगा।

(ब) निविदादाता द्वारा वित्तीय बिड में विभिन्न ब्राण्ड हेतु पैकिंग मटेरियल सहित प्रति केस (180 एमएल मात्रा के 48 नग) एफओआर दर के आधार पर कुल 50 हजार केसेज की गणना में अधिक लाभकारी बिड (Most advantageous bid) के आधार पर सफल निविदादाता का चयन किया जाएगा। गणना में 180 एमल धारिता की CL pet का 75% , CL Glass का 5% तथा आरएमएल (ग्लास) का 20% Weightage माना जावेगा।

Illustration (Ex) :-

CL/RML	Weightage on Discount Offered by bidder	No of Cases	Rate Offered (Without GST) by bidder- A	Rate Offered (Without GST) by bidder-B	Amount to be paid (In Lacs) Calculated for 50 Thousand Cases (48 Nips /pet of 180 ML)	
					Bidder-A	BidderB
CL Pet	75%	37500	130.00	120.00	48.75	45.00
CL Glass	5%	2500	135.00	140.00	3.37	3.50
RML Glass	20%	10000	190.00	195.00	19.00	19.50
Total Amount (In lacs)					71.12	68.00

उक्त गणनानुसार Bidder-B द्वारा प्रस्तुत दरे अधिक लाभकारी है। अतः बिडर-बी सफल निविदादाता होगा।

6. अन्य शर्तें:-

- अनुबंध अवधि के दौरान सफल निविदादाता द्वारा यदि कार्य छोड़ा जाता है तो ऐसी स्थिति में आवंटित मात्रा की 1 वर्ष की अधिकतम अनुमोदित राशि की शास्ति आरोपित की जाकर नियमानुसार आगामी कार्यवाही की जावेगी।

उदाहरण:- 35000 (प्रतिमाह आवंटित मात्रा) X 12 X अधिकतम अनुमोदित राशि प्रति केस

- न्यूनतम दर दाता को उसके बॉटलिंग प्लॉट से निकटतम अधिकतम 10 मदिरा डिपो का कार्यादेश दिया जायेगा। शेष मदिरा डिपो हेतु अन्य निविदादाताओं से निविदा में प्राप्त न्यूनतम दर मिलान के पश्चात् कार्यादेश दिया जायेगा।

7. **Approximate estimated value:** - The approximate value of subject matter of procurement is Rs. 62.00 Crore per year.

8. **Bid Security:** The bid security would be 1.24 Cr.(2% of estimated cost)

9. **Rate:** - F.O.R. Rate per case at respective depots should be quoted in financial bid (online) for C.L. and R.M.L. GST shall be shown separately. If GST will not be shown separately, the quoted rate shall be assumed inclusive GST.

10. **Technical Evaluation:** - The bids will technically be evaluated first. The Bidder will have to provide complete Profile of the Company/ organization including audited balance sheets and other details as per requirement of checklist (Technical Bid).

11. Financial Evaluation: -

The bottling / packaging FOR charges per case with GST will be taken into consideration separately for deciding L1.

12- Any bidder can bid to depots as per their production quantity approved by RSPCB and EXCISE DEPARTMENT . For example- A bidder having 1.0 lacs cases per month production license from RSPCB/Excise department then bidder can only quote for depots which total per month demand is 1.0 lac cases per month .

13- In case , if bidder producing its own brands then firstly capacity will be utilized for RSGSM production and only surplus capacity , if any, can only used for own production .

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14- If any bidder having more than one bottling/ packaging unit in the state then bidder have to declare the unit from which RSGSM supply be given and that unit capacity will be considered for allotting depots.

15- Subletting of the allotted quantity/ depots will not be allowed , however in case of long and major mechanical breakdowns/trouble/ force measure conditions in the bottling unit , bidder can give supply from their other bottling plants after getting permission from RSGSM. NO EXTRA PAYMENT WILL BE GIVEN FOR SUCH SUPPLIES.

16. Inspection of factory/ works of the bidder: The RSGSM Ltd. will be free to carry out sudden inspection of the factory/ works of the bidder before opening their bid or during the supply contract without prior intimation. If the factory is found un-functional or the details of the plant and machinery if found otherwise than as mentioned in the bid, bid security will be forfeited.

17. Site Inspection: The installation of machine shall be carried out by successful bidder which include unloading of the machine. The successful bidder must inspect site in advance at their own cost before delivery of machine .

18. Maintenance: During period of agreement the machine shall be maintained in running condition and all spares shall be arranged by the successful bidder on his cost.

19. If the machine becomes non-functional during agreement period, the bidder shall have to attend the machine otherwise a penalty equivalent to sell rate of a case + 18% GST per day will be imposed on the bidder up to a period of 15 days. If the machine is not come in functional position even after 15 days then contract may be terminated on risk and cost of the bidder and the performance security + 18 % GST will be forfeited / recovered. No any cost or charges for spare parts, service, and programming shall be paid separately.

20. Payment: Invoice as per the agreed bottling charges will be submitted by the successful bidder to RSGSM on Fortnightly basis and payment for the same will be transferred to the successful bidder's designated bank account by RSGSM, Head Office, Jaipur through RTGS.

21. Performance security deposit shall be released after 03 month of completion of agreement period.

22. Director Incharge of RSGSM reserves the right to reject the bid of bidders or its affiliates and associates whose report have been found unsatisfactory or who have been debarred for any reason any time during the supply contract.

23. The financial bid of such the bidders whose technical bid is found O.K. (Qualified) shall only be opened on later date which shall be communicated through eproc.rajasthan.gov.in automated messaging system.

24. Bidder should enclose certified copy of all the required documents as per checklist enclosed with Bid form.

25. If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail. In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.

26. Change in specification clause :-

1. If RSGSM changes the specification of the packaging material for CL/RML then the successful bidder has to ensure further supply based on the changed specification on the same terms and conditions and rate.

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28. The orders for production as per demand in a given month will be placed in the last week of the previous month depending on the demand, market feedback and available stock by Reduction center.

1. Please read carefully and comply :-

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

Annexure B: Declaration by Bidders

Annexure C: Grievance Redressal during Procurement Process

Annexure D: Additional Conditions of Contract

2. Requisite bid document fee, bid processing fee, bid security and original affidavit (Annexure B) should be submitted before last date and time of submission of bid.

3. Technical bid shall be uploaded with documents as mentioned below: -

(a) Scanned copy of bid document

(b) Scanned copy of bid security, D.D. of processing fees, bid form fee

(c) Attested copy of documents mentioned in technical bid check list

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GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If 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. **Bid Security-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% 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

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managed by the state government and government undertakings of the central government.

- iii. Bid security instrument or cash receipt of bid security or a bid security 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

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- d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Performance security(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 as per RTPP Act and Rules.
- 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 with in specified period, the procuring entity shall take action

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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.

11. 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.

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

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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 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

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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, then bidder will be debarred/ suspended from being eligible for bidding in any contract with RSGSM Ltd., for the period of three years starting from date of opening of technical bid.
- 20. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
- 21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
- 22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
 - (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - (ii) the financial bid containing financial aspects including the price.
- 23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

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CHECK LIST (TECHNICAL BID)To be filled by the bidder

(Information to be provided along with the bid document)

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	Name of the Bidder	<hr/>	
2)	Name of the Owner (Enclose Partnership Deed/Memorandum of Articles and Association/registration in shop and establishment act, which ever is applicable)	<hr/>	
3)	Address:- i. Office Address, Phone No, Fax No, Email	<hr/> <hr/> <hr/> <hr/> <hr/>	
	ii. Factory Address Phone No, Fax No, Email	<hr/> <hr/> <hr/> <hr/> <hr/>	
4)	GST - Registration (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN, copy of GST return of last quarter)		
5)	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
6)	Bid security (Details of deposits)		
7)	Affidavit on Rs. 100/- non-judicial stamp as per bid document Annexure B (Enclose Rs. 100/- non judicial stamp Paper duly Notarized)		
8)	Copy of last Five years financial statements audited by CA & Audited P&L and CA certificate of Year wise Turnover.		
9)	Duly signed and sealed bid document uploaded or not?		
10)	CTO of RSPCB		
11)	Bottling License of Excise Department Rajasthan		
12)	Annexure's (A,B,C,D) as mentioned in the bid document.		

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13)	Detail of last five financial year production approved by Excise Department.		
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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 anticompetitive 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 the 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 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

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

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:

01. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the procuring Entity;
02. 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;
03. 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;
04. 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 qualification to enter into a procurement contract within a period of three year preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceeding.
05. I/We do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially effects fair competition;

Date:

Signature of bidder

Place:

Name

Designation

Address

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Annexure C

Grievance Redressal during procurement process

The designation and address of the First Appellate Authority is -----

The designation and address of the Second Appellate Authority is -----

(1) Filing an appeal

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who have 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 if 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 case

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 negotiation;

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

(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 nonrefundable.
- (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 of 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 of inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State public procurement portal.

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FORM No. I

[See rule 83]

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

Appeal No of.....

Before the..... (First/Second Appellate Authority)

1. Particulars of appellant :
 - a) Name of the appellant :
 - b) Official address, if any :
 - c) Residential address :
2. Name and address of the respondent(s):
 - a)
 - b)
 - c)
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.....

Appellant's Signature:

Date.....

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Annexure D Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i. 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 'F'

Manufacturer's Authorization (In case of procurement valuing more than Rupees 10 lakh)

Manufacturer's Authorizations

NIB. NO. RSGSM/MACHINE/OCB/2024-25/ PUR/60

Dated: 15.03.2024

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

WHEREAS

We, who are official Manufacturers of subject matter of procurement having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide(subject matter of procurement), manufactured by us _____ and to subsequently negotiate and sign the Contract.

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

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorizations for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

(Shall be submitted along with the Bid Security)

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'G'

Technical Bid Submission Sheet

NIB. NO. RSGSM/MACHINE/OCB/2024-25/ PUR/60

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 2.5% 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 subcontractors or suppliers has not been debarred by the state government or the procuring entity.
- g. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: _____

In the capacity of : _____

Signed : _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Tel: _____ Fax: _____ e-mail: _____

(Shall be submitted along with the Bid Security)

RSGSM/BOT OF FAM MACHINE/OCB/2024-25/ PUR/

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'H'

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, Kisan Vikas Patras, 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.
 - (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.

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(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.
- (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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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 of202.....

**Signature of the
approved supplier.**

Date:
Witness No. 1

Witness No.2

**Signature for and on behalf of Rajasthan
State Ganganagar Sugar Mills Ltd.**

Dy. General Manager (Purchase)

Date:
Witness No. 1

Witness No.2