



# **Rajasthan State Ganganagar Sugar Mills Limited**

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road,  
Jaipur - 302006 –Rajasthan

Phone: 0141-2740841 website : [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

## **Short Notice Inviting e-Bid**

### **FOR**

### **PROCUREMENT OF RAJASTHAN MADE LIQUOR & COUNTRY LIQUOR**

Single Stage  
Two Cover Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the bid)

**NIB. NO. RSGSM/RML-CL/RC/2021-22/ Pur/60**

**Date 26.02.2021**

Pre-bid Meeting	:	On 01.03.2021 at 3.00 p.m.
Start date of submission of bid	:	From 04.03.2021 at 11.00 a.m.
Last date/time for download of bid document	:	Till 11.03.2021 up to 6.00 p.m.
Last date/ time of upload of the bid	:	Till 11.03.2021 up to 6.00 p.m.
Price of bid document	:	Rs. 2000 + 18% GST = Rs. 2360/-
Processing fee for e-procurement charges	:	Rs. 1000/-
Date and time of opening of the bid	:	On 12.03.2021 at 11.00 a.m.

# Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006

Tel. No. : 0141-2740841 Fax : 0141-2740676 email ID : dgmpurchase.rsgsm@rajasthan.gov.in

## Short Notice Inviting E-Bid

**NIB. NO. RSGSM/RML-CL/RC/2021-22/ Pur/60**

Date 26.02.2021

1. Single stage two cover unconditional e-bids are invited online for procurement of country liquor and Rajasthan made liquor (RML) [of following types] from firms located in Rajasthan, holding valid licenses for **running distilleries / bottling plants** as per the Excise Policy of Rajasthan for 2021-22:

(i) Rectified spirit (A grade) based country liquor of 40 UP, 50 UP & 60 UP

(ii) ENA based Country Liquor of 40 UP & 50 UP

(iii) RML of 25 UP

for the period from 1<sup>st</sup> April, 2021 to 31<sup>st</sup> March, 2022 on F.O.R. basis at various depots of Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 p.m. of 11.03.2021 as per the detail given below:

S. No.	Name of item	Specifications	Quantity	Amount of bid security	Validity period of bids	Place of delivery and delivery period
1	a. Country liquor	a) 40 UP, 50 UP & 60 UP	As per Excise Policy 2021-22	<b>Bid security declaration required as per annexure "H"</b>	90 days	As per Annexure-"E"
		b) 40 UP & 50 UP				
	b. RML	25 UP				

2. The period of supply will be the financial year 2021-22.
3. The bidders may also upload details of their backup/offered services etc. w.r.t. franchisee and other such arrangements along with the bids.
4. Bid document can be seen at website [www.rajexcise.gov.in](http://www.rajexcise.gov.in), <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) and <http://sppp.rajasthan.gov.in>. The cost of bid document is to be paid through DD/ banker's cheque in original to RSGSM before the scheduled time of submission of the bid.
5. This bid is only for those bidders who could not/did not participate in previous bid or were not allotted purchase order against the previous bid.

### **6. Directions for bidders for submitting the e-bid:**

- A. Interested bidders will have to register on the e-procurement website of the Government of Rajasthan i.e. [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).
- B. For participation, bidder should obtain Digital Signature Certificate (DSC) Type-II as per Information Technology Act-2000. They may get this Digital Signature Certificate from authorized agency of CCA. Those bidders who already have legal Digital Signature Certificates can use their certificates for signing electronic bid.

## **Rajasthan State Ganganagar Sugar Mills Ltd.**

- C. The procedure for submission of bids including documents etc. shall be as provided on the State Public Procurement Portal / E-Procurement Portal & bidder is bound to submit all the desired documents electronically. RSGSM shall not be responsible for any delay on part of submission of bid electronically.
- D. If bidder is interested to take training w.r.t. online bidding, he is suggested to contact E-Procurement cell, Department of Information & Technology, First Floor, Yojna Bhawan, Tilak Marg, Jaipur help desk no 0141-4022688, E-mail – [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) or Website – [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- E. All amendments or information will be displayed on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in); therefore, bidders are requested to visit this website regularly.
- F. Only price of bid document, processing fees for E-Procurement charges, DD / Bankers's cheque of bid security and affidavit as required in bid document are to be submitted offline in original (*after uploading their scanned copies with the online bid*) in Head Office of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006 before scheduled time of submitting bids, otherwise the bid proposal would be rejected.

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Ltd.



## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 4<sup>th</sup> FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006  
Ph.:0141-2740841 Fax: 0141-2740676, E-mail ID: RSGSMimited@yahoo.in

NIB. NO. RSGSM/RML-CL/RC/2021-22/ Pur/60

Date : 26.02.2021

### Short Notice Inviting e-Bid

#### UBN

E-bids are invited from firms located in Rajasthan, holding valid licenses and **running distilleries/ bottling plants** for procurement and supply of Rajasthan made liquor (RML) and country liquor at the depots of RSGSM up to 6.00 p.m. of 11.03.2021. Details may be seen in the bidding document on <http://rajexcise.gov.in/>; <http://sppp.rajasthan.gov.in>. Further updates about the bidding will be available only on above websites; therefore, interested bidders are advised to visit above websites regularly for updates.

Dy. General Manager (Purchase)

# Rajasthan State Ganganagar Sugar Mills Ltd.

<b>Instructions to Bidders:</b>		
1.	NIB No.	<b>NIB. NO. RSGSM/RML-CL/RC/2021-22/ Pur/60</b>
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	<b>Country Liquor and Rajasthan Made Liquor</b> for F. Y. 2021-22 (From 1 <sup>st</sup> April, 2021 to 31 <sup>st</sup> March 2022)
4.	(i) Price of the bidding document	Rs. <b>2000/- + 360 GST</b> by way of Demand Draft/ Banker's Cheque drawn in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' payable at Jaipur.
	(ii) e - bid processing fees	Rs. 1000/- by way of Demand Draft/ Banker's Cheque in the name of 'Managing Director, RISL, Jaipur' payable at Jaipur.
5.	Procuring Entity's address	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841, Fax :0141-2740676 Email id: dgmpurchase.rsgsm@rajasthan.gov.in
6.	Pre-bid meeting	On <b>01.03.2021</b> at 3.00 p.m.
7.	Language of the bid	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 last date for submission of bids
10.	Bid security	Bid security declaration required as per annexure "H" should reach RSGSM head office, Jaipur up to 6.00 p.m. of 11.03.2021
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney / Board Resolution/ Letter of Authorization under signature of competent authority on the Letter Head of the Company/ Firm.
12.	Downloading of bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in, www.rajexcise.gov.in, http://sppp.rajasthan.gov.in up to 6.00 p.m. on <b>11.03.2021</b>
13.	Submission of bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 p.m. of <b>11.03.2021</b> Electronic submission of bid is mandatory. Bids received without bid document fees, processing fees & appropriate bid security declaration or bids whose aforementioned fee is received late shall not be accepted / rejected.

## Rajasthan State Ganganagar Sugar Mills Ltd.

14.	Opening of bids	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at <b>11.00 a.m.</b> on <b>12.03.2021</b> (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )									
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LOA).									
16.	Work Performance Security	<p>Bottlers &amp; distillers should deposit performance security as under within 15 days from the date of issue of letter of acceptance (LOA) / at the time of execution of agreement.</p> <table border="1"> <tr> <td>A</td><td>CL</td><td>Rs. 17.50 Lac for distillers &amp; Rs. 14.00 Lac for bottlers</td></tr> <tr> <td>B</td><td>RML</td><td>Rs. 7.50 Lac for distillers &amp; Rs. 6.00 Lac for bottlers</td></tr> <tr> <td>C</td><td colspan="2">Bidders supplying both i.e. country liquor and RML, will have to deposit performance security of both i.e. Rs. 25 lac and Rs. 20 lac by distillers and bottlers respectively.</td></tr> </table>	A	CL	Rs. 17.50 Lac for distillers & Rs. 14.00 Lac for bottlers	B	RML	Rs. 7.50 Lac for distillers & Rs. 6.00 Lac for bottlers	C	Bidders supplying both i.e. country liquor and RML, will have to deposit performance security of both i.e. Rs. 25 lac and Rs. 20 lac by distillers and bottlers respectively.	
A	CL	Rs. 17.50 Lac for distillers & Rs. 14.00 Lac for bottlers									
B	RML	Rs. 7.50 Lac for distillers & Rs. 6.00 Lac for bottlers									
C	Bidders supplying both i.e. country liquor and RML, will have to deposit performance security of both i.e. Rs. 25 lac and Rs. 20 lac by distillers and bottlers respectively.										
17.	Appellate Authority	<p>First: Joint Secretary, Finance (Excise)</p> <p>Second: Any two directors appointed by the Board of directors of RSGSM.</p>									

I/ We \_\_\_\_\_ (*Name of the bidder*) in the capacity of (*Designation*) as bidder have read the instructions, NIB and all the terms and conditions of bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serial 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)	

# Rajasthan State Ganganagar Sugar Mills Ltd.

<b>Telephone Nos.</b>	
Office	
Residence	
Factory	
Fax (with STD code)	
E- Mail ID	
Mobile	
Website if any	
<b>Statuary Details</b>	
GSTN	
PAN	
<b>Bid processing Fee</b>  <div style="margin-left: 40px;">(a) DD/BC No. &amp; amount</div> <div style="margin-left: 40px;">(b) Name of bank</div>	
<b>Bid Fee</b>  <div style="margin-left: 40px;">(a) DD/BC No. &amp; amount</div> <div style="margin-left: 40px;">(b) Name of bank</div>	
<b>Bid Security declaration</b>	
<b>Details of bank account of the bidder</b>  <div style="margin-left: 40px;">(a) Bank name and branch address</div> <div style="margin-left: 40px;">(b) Bank account No</div> <div style="margin-left: 40px;">(c) Bank IFS Code</div>	

Signature

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

Name of Signatory (IN BLOCK LETTERS)

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

\_\_\_\_\_

# **Rajasthan State Ganganagar Sugar Mills Ltd.**

Designation

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

- Note:
1. All above entries should be filled by the bidders in legible handwriting.
  2. All cuttings & overwriting should be attested.



# Rajasthan State Ganganagar Sugar Mills Ltd.

## SPECIAL TERMS & CONDITIONS FOR PROCUREMENT OF COUNTRY LIQUOR (CL) AND RAJASTHAN MADE LIQUOR (RML)

**Important Instructions:** The laws relating to procurement "The Rajasthan Transparency in Public procurement Act, 2012" [hereinafter called the Act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the Rules] under the said Act have come into force, which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this bidding document, the provisions of the Act and the Rules shall prevail.

### **1. Introduction:**

**1.1** Finance (Excise) department issued Excise and Temperance Policy for year 2021-22 on 06.02.2021. The following important & relevant points w.r.t. Country Liquor and RML are reiterated below for reference:

- i. आगामी आबकारी बन्दोबस्त की अवधि एक वर्ष 2021-22 (दिनांक 01.04.2021 से 31.03.2022) के लिये होगी। वर्ष 2022-23 के लिये वर्ष 2021-22 की न्यूनतम रिजर्व प्राइस (आबकारी नीति 2021-22 के बिन्दु संख्या 2.3 के अनुसार) को 25 प्रतिशत बढ़ाकर नवीनीकरण किया जा सकेगा। आबकारी ड्यूटी एवं अन्य फीस की बढ़ोतरी के सम्बन्ध में राज्य सरकार उपयुक्त समय पर निर्णय लेगी।
- ii. वित्तीय वर्ष 2021-22 में देशी मदिरा एवं RML की विक्रय मात्रा लगभग 34.17 करोड़ बल्क लीटर होने की संभावना है। इस मात्रा में आबकारी ड्यूटी का न्यूनतम 50 प्रतिशत हिस्सा राजस्थान निर्मित मदिरा (RML) का होगा।
- iii. वर्ष 2021-22 में 40, 50, 60 यू.पी. ईएनए/रेक्टिफाईड स्पिरिट देशी मदिरा तथा "राजस्थान निर्मित मदिरा" 25 यू.पी. तेजी की मदिरा जो ईएनए निर्मित होगी, जिसका उत्पादन एवं आपूर्ति निम्नानुसार रखे जाने का निर्णय लिया गया है:—  
राजस्थान निर्मित मदिरा (RML) 25 यू.पी. की ईएनए से निर्मित उच्च गुणवत्ता युक्त मदिरा होगी जिसमें व्हिस्की, रम वोदका, जिन आदि के ब्रांड होंगे, जिनका राजस्थान में स्थित देशी मदिरा का उत्पादन व बोटलिंग करने वाली ईकाईयां द्वारा ही उत्पादन एवं आपूर्ति की जा सकेगी। आपूर्ति पर्याप्त मात्रा में नहीं होने पर इसके लिये राज्य सरकार द्वारा आवश्यक निर्णय लिया सकेगा। राजस्थान

## Rajasthan State Ganganagar Sugar Mills Ltd.

निर्मित मदिरा हेतु विशिष्ट उल्लेख के अलावा अन्य प्रावधान देशी मदिरा के लगेगें।

- iv. राज्य के मद्य संयम नीति की पालना हेतु एवं उपभोगकर्ता को सस्ती व उच्च गुणवत्ता की राजस्थान निर्मित मदिरा (RML) का हिस्सा कुल वार्षिक गारण्टी राशि में निर्धारित देशी मदिरा एवं राजस्थान निर्मित मदिरा (RML) के अनुपात का 50 प्रतिशत न्यूनतम रखा जाता है। शेष 50 प्रतिशत हिस्सा देशी मदिरा का होगा, जिसमें 50/60 यूपी का हिस्सा न्यूनतम 40 प्रतिशत तथा 40 यूपी की देशी मदिरा का 60 प्रतिशत हिस्सा होगा।
- 40 यूपी से कम तेजी की देशी मदिरा जो कि न्यून मात्रा में आपूर्ति की जाती है को भी देशी मदिरा की उठाव में शामिल किया जायेगा।
- देशी मदिरा में कम तेजी की 60 यूपी मदिरा को प्राथमिकता से उठाव एवं विक्रय का प्रयास किया जायेगा तथा इसके कम हानिकारक होने का मदिरा उपभोक्ताओं को जागरूक किया जायेगा। आबकारी आयुक्त इस हेतु आवश्यक दिशा निर्देश जारी करेंगे।
- v. 40, 50 एवं 60 यूपी की मदिरा की 180 मिली धारिता पात्र की आपूर्ति पेट / ग्लास/ एसेप्टिक ब्रिक पैक में की जा सकेगी तथा राजस्थान निर्मित मदिरा (RML) की धारिता 180 मिली में होगी जो ग्लास पात्र व एसेप्टिक ब्रिक पैक में अनुमत होगी एवं अन्य धारिता की आपूर्ति ग्लास पात्र में ही की जावेगी।
- vi. निजी डिस्टिलरीज, बोटलिंग प्लान्ट एवं राजस्थान स्टेट गंगानगर शुगर मिल्स द्वारा निर्मित देशी मदिरा की कुल आपूर्ति में ग्लास/एसेप्टिक ब्रिक पैक पात्र का न्यूनतम प्रतिशत की शर्त समाप्त की जाती है। संबंधित आपूर्तिकर्ता बाजार मांग के अनुसार आपूर्ति के लिये स्वतंत्र है।
- vii. वर्ष 2021-22 में देशी मदिरा तथा राजस्थान निर्मित मदिरा आपूर्ति का अनुपात राजस्थान स्टेट गंगानगर शुगर मिल्स लि० का अधिकतम 40 प्रतिशत तथा निजी डिस्टिलरीज एवं बोटलिंग प्लान्ट का संयुक्त रूप से न्यूनतम 60 प्रतिशत होगा। निजी डिस्टिलरीज एवं बोटलिंग प्लान्ट के संयुक्त रूप से न्यूनतम 60 प्रतिशत हिस्से में से निजी बोटलिंग प्लान्ट का हिस्सा न्यूनतम 12 प्रतिशत रखे जाने का निर्णय लिया गया है।
- viii. देशी मदिरा उत्पादन में प्रयुक्त होने वाला प्रासव :- राजस्थान राज्य गंगानगर शुगर मिल्स लि० एवं निजी क्षेत्र के बोटलर्स के द्वारा शोधित प्रासव का आयात

## Rajasthan State Ganganagar Sugar Mills Ltd.

अन्य राज्यों से किया जाता है। शोधित प्रासव के आयात में ग्रेन आधारित एवं मोलासिस आधारित शोधित प्रासव का अनुपात यथावत क्रमशः 90 प्रतिशत एवं 10 प्रतिशत निर्धारित किया जाता है।

- ix. देशी मदिरा एवं राजस्थान निर्मित मदिरा का थोक निर्गम मूल्य : वर्ष 2021-22 हेतु देशी मदिरा एवं राजस्थान निर्मित मदिरा की उक्त तीनों श्रेणियों की मदिरा का थोक निर्गम मूल्य निम्नानुसार निर्धारित किया जाता है :-

क्र. सं.	मदिरा की किस्म	पक्वों के प्रति कार्टन का निर्गम मूल्य (रु. में)		
		ग्लास	पेट	एसेप्टिक ब्रिक पैक
देशी मदिरा रेक्टिफाईड स्प्रिट				
1	40 यू.पी.	540	490	540
2	50 यू.पी.	—	455	470
3	60 यू.पी.	—	320	320
राजस्थान निर्मित मदिरा (ENA)				
1	25 यू.पी.	640	—	630

थोक निर्गम मूल्य में देशी मदिरा (राजस्थान निर्मित मदिरा के अलावा) थोक अनुज्ञाधारी का मार्जिन भी सम्मिलित है। देशी मदिरा एवं राजस्थान निर्मित मदिरा के निर्गम मूल्य में ऐथेनॉल / स्प्रिट की बढ़ती मांग व मूल्य की दशा में आवश्यक होने पर संशोधन राज्य सरकार द्वारा किये जा सकेंगे।

- x. मदिरा उत्पादन हेतु प्रयुक्त प्रासव, पात्र एवं अन्य विविध खर्चों के आधार पर पक्वों के कार्टन के किये गये निर्गम मूल्य निर्धारण के अनुरूप ही अद्धा एवं बोतल के कार्टन के निर्गम मूल्य का निर्धारण आबकारी आयुक्त द्वारा किया गया है। देशी मदिरा (RS) के निर्धारित मूल्य के आधार पर वर्ष 2021-22 में देशी मदिरा (ईएनए) के पक्वा, अद्धा एवं बोतल का मूल्य निर्धारण भी आबकारी आयुक्त द्वारा किया जाता है, जिस व्यवस्था को यथावत रखा जाता है।
- xi. वर्ष 2021-22 में वर्ष 2020-21 के अनुरूप ही 40 यू.पी. देशी मदिरा पात्रों के ढक्कन एवं लेबल्स लाल रंग के होंगे तथा लेबल्स पर सुस्पष्ट (Conspicuous) रूप से "स्ट्रोंग मदिरा" अंकित किया जाना तथा 50 एवं 60 यू.पी. देशी मदिरा पात्रों के ढक्कन एवं लेबल्स का नीला रंग रखे जाने का निर्णय यथावत रखा जाता है।
- xii. वर्ष 2021-22 में देशी मदिरा तथा राजस्थान निर्मित मदिरा (RML) पर आबकारी शुल्क तथा बेसिक लाईसेंस फीस निम्नानुसार तय की जाती है:

क्र.सं.	मदिरा का प्रकार	आबकारी शुल्क प्रति	लाईसेंस फीस प्रति बल्क
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		एलपीएल राशि रु. में	लीटर राशि रु. में
1	देशी मदिरा	175	42
2	राजस्थान निर्मित मदिरा (RML)	185	102

- xiii. राजस्थान निर्मित मदिरा एवं देशी मदिरा हेतु न्यूनतम फुटकर विक्रय मूल्य के साथ अधिकतम फुटकर विक्रय मूल्य को भी तय किया जाने का प्रावधान किया जाता है। इस अधिकतम फुटकर विक्रय मूल्य के साथ-साथ न्यूनतम विक्रय मूल्य में भी फुटकर विक्रेता का मार्जिन शामिल किया गया है। उक्त दोनों मूल्यों को लेबल पर बड़े एवं स्पष्ट अक्षरों में अंकित किया जायेगा। अधिकतम विक्रय मूल्य से अधिक पर बेचान पर कड़ी कार्यवाही का प्रावधान रहेगा।
- xiv. वर्ष 2021-22 में देशी मदिरा (ईएनए तथा रेक्टिफाईड स्पिरिट से निर्मित) ग्लास/पेट/ एसेप्टिक ब्रिक पैक एवं राजस्थान निर्मित मदिरा (RML) के ग्लास/ एसेप्टिक ब्रिक पक्वों का न्यूनतम एवं अधिकतम फुटकर मूल्य निम्नानुसार निर्धारित किया जाता है :-

क्र. सं.	देशी मदिरा/ राजस्थान निर्मित मदिरा	180 एमएल निप्स का न्यूनतम फुटकर विक्रय मूल्य (राशि रूपयों में)	180 एमएल निप्स का अधिकतम फुटकर विक्रय मूल्य (राशि रूपयों में)
1.	आरएस निर्मित 40 यूपी ग्लास	48	57
2.	आरएस निर्मित 40 यूपी पेट	46	55
3.	आरएस निर्मित 50 यूपी पेट	41	49
4.	राजस्थान निर्मित मदिरा (RML) एसेप्टिक ब्रिक पैक में	70	84
5.	राजस्थान निर्मित मदिरा (RML) ग्लास पात्र में	71	85
6.	आरएस निर्मित 40 यूपी एसेप्टिक ब्रिक पैक में	48	57

**1.2** As per the Excise Policy 2021-22, the entire supply / sale of Country Liquor / RML (i.e. 100%) has been entrusted to RSGSM. Therefore, RSGSM has to purchase Country Liquor / RML of proper quality from running private distilleries / bottlers, situated in Rajasthan. Therefore, proposals are invited for procurement of country liquor and RML.

### 2. Required Documents:

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For the procurement of Country Liquor and RML, bidder firms located in Rajasthan, holding valid licenses and **running distilleries/ bottling plants**, are requested to submit their online proposals, with following documents:

- a. Partnership Deed / Memorandum of Articles and Memorandum of Association / any other valid legal instrument of incorporation as business entity.
- b. Bidders should have an Excise license valid up to minimum 31st March, 2022. Distillery / bottling plant of the bidder must be operational. A certified copy of such license or/and related substantial documents must be submitted with the bid.
- c. Bidders should mention the production & bottling capacity of their distillery / bottling plant on per day and per month basis, as the case may be.
- d. Copy of ownership / lease deed registered with competent authority, if any, for the factory.
- e. Copy of certificates of TIN.
- f. Copy of challan of last quarter of GST / VAT / CST to verify their deposition.
- g. Copy of PAN.
- h. Affidavit as per Annexure "B" of bid document (On Rs 100/- non judicial stamp paper duly notarized).
- i. Affidavit for bid security declaration (On Rs 100/- non judicial stamp paper duly notarized).
- j. Name of franchisee, offered quantity in cartons for distillers along with the latest agreement between distillers and franchisee.
- k. Copy of license / challan for license fee deposited for the year 2021-22 by the distiller / bottler.
- l. Valid 'Consent to Operate' from Pollution Control Board.

### 3. **Rate:**

The rates will be F.O.R. at RSGSM depots for supply of Country Liquor / RML (25 UP, 40 UP, 50 UP & 60 UP) duly packed & sealed as per Excise Policy of 2021-22 in Glass / PET bottles / aseptic brick pack.

#### **A. Country Liquor (CL)**

(In Rupees)			
SN	Item Description	Offer rates per case	Sale Price per Case

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		(Nips)**	(Nips)
1	Country Liquor 40 UP In Glass Nips / Aseptic Brick Pack (RS Based)	483.45	540
2	Country Liquor 40 UP In Pet Nips (RS Based)	439.24	490
3	Country Liquor 40 UP In Glass Nips / Aseptic Brick Pack (ENA Based) *	461.35	515
4	Country Liquor 40 UP In Pet Nips (ENA Based) *	425.98	475
5	Country Liquor 50 UP In Pet Nips (RS Based)	408.30	455
6	Country Liquor 50 UP In Aseptic Brick Pack (RS Based)	421.56	470
7	Country Liquor 50 UP In Pet Nips / Aseptic Brick Pack (ENA Based) *	397.69	443
8	Country Liquor 60 UP In Pet Nips / Aseptic Brick Pack (RS Based)	288.93	320

## B. Rajasthan Made Liquor (RML)

As per Excise policy 2021-22, clause no. and 3.2.1, the bidder is required to offer the quantity.

SN	Item Description***	Maximum issue price per case* (Nips)	Offer rates per case (Nips)**
1	Rajasthan Made Liquor 25 UP in Glass Nips (ENA Based) [180ml]	640	640
2	Rajasthan Made Liquor 25 UP in Aseptic Brick Pack (ENA Based) [180ml]	630	630

### Note:

- \*RSGSM margin has been calculated @2% of RSGSM landing cost (issue price + excise duty).*
- \*\*Billing will be done by the bidder on the offered rate which will be the base rate. In case of Country Liquor, base rate and VAT as applicable + admissible cess thereon will be paid extra. In case of RML, the consignments supplied by the bidder will be Excise Duty Paid as per the Excise policy 2021-22; this would be reimbursed by RSGSM along with the sales proceeds.***
- Margin prescribed for RSGSM is 13.10% on sale price for country liquor for suppliers and @2% of landing cost (issue price + excise duty) of chargeable from licensee on RML.
- As per point no. 6.3.1 of Excise policy 2021-22, the following relevant provision w.r.t. country liquor and RML is applicable for the distillers & bottlers; " भानिविम, राजस्थान निर्मित मदिरा (RML) तथा देशी मदिरा की समस्त प्रकार के लाईन्सेस में बोटलिंग फीस 6.00 रुपया प्रति बल्क लीटर निर्धारित की जाती है।"
- As per point no. 3.2.2 of Excise policy 2021-22, the following relevant provision w.r.t. country liquor and RML is applicable for the distillers & bottlers; " देशी मदिरा एवं राजस्थान निर्मित मदिरा के निर्गम मूल्य में एथेनॉल / स्पिरिट की बढ़ती मांग व मूल्य की दशा में आवश्यक होने पर संशोधन राज्य सरकार द्वारा किये जा सकेंगे।"

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vi. **\*\*\*Sale of 25 UP RML in 750 ml or any other capacity glass bottles, the approved suppliers for RML will be allowed to supply the same to RSGSM as per the procurement terms for 180 ml glass nips on the rates approved by the RSGSM / Excise Department.**

vii. As per point no. 3.2.3 of Excise policy 2021-22, the following relevant provision w.r.t. country liquor (ENA) is applicable for the distillers & bottlers; " देशी मदिरा (RS) के निर्धारित मूल्य के आधार पर वर्ष 2020-21 में देशी मदिरा (ENA) के पक्का, अद्धा एवं बोतल का मूल्य निर्धारण भी आबकारी आयुक्त द्वारा किया जाता है, जिस व्यवस्था को यथावत रखा जाता है।"

4. **Decision on supply:** The decision of Director In Charge, RSGSM shall be final regarding supply of Country Liquor & RML.

## 5. **Specifications:**

### 5.1 General

#### a. *Country liquor :*

The country liquor produced and supplied should meet the specifications and quality conforming to Excise Laws of the State. It should be potable and fit for human consumption.

#### b. *RML:*

The RML produced and supplied should meet the specifications and quality conforming to Excise Laws of the State. It should be potable and fit for human consumption.

#### c. *PET nips:*

The grammage of the nips should be minimum 10 gms (in case of single stage) and minimum 11 gms (in case of double stage) and brimful capacity  $192 \pm 2$  made out of 0.80-iv good quality (food grade only) material. Quality of PET nips should be as per IS Specification 14537:1998. Distillers / bottlers shall provide an affidavit in this regard. Excise commissioner may issue necessary directions in accordance to clause no. 3.1.11 of excise policy 2021-22 and the same will be binding on distillers / bottlers.

#### d. *GLASS nips:*

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The grammage of glass nips should be minimum 100 grams or more for CL and RML. Good quality glass nips should be as per IS specifications 1662:1974 as amended from time to time.

*e. GLASS bottles (750 ml or of other capacity):*

The grammage of glass bottle should be minimum 425 grams or more for RML. Good quality glass bottle should be as per IS specifications 1662:1974 as amended from time to time.

- 5.2 (a) Word "C. L. RAJASTHAN" shall be embossed / engraved / jet printed on each glass / pet bottle of country liquor. (b) Word "RML" shall be embossed / engraved / jet printed on each glass / pet bottle of Rajasthan Made Liquor. If any change is notified by the Excise department in future, the suppliers will have to make necessary notified changes.
- 5.3 If pet / glass bottle does not conform to specifications as mentioned above, then case will be referred to Excise Commissioner, Rajasthan. Any penalty imposed by Excise Commissioner will be borne by supplier. The decision of Excise Department shall be binding as per clause no. 3.1.11 of Excise policy 2021-22.
- 5.4 If pet / glass bottles having words RSGSM or any other term denoting the container to be of RSGSM embossed on them are supplied, penalty will be charged @ Rs. 5 per nip 180 ml/ 750 ml as well as legal action can be taken by RSGSM against such distillers/ bottlers/ suppliers.
- 5.5 The Country Liquor in pet / glass bottles (nips) / aseptic brick and RML in glass bottles (nips) and aseptic brick shall be supplied to RSGSM depots as per OFS within prescribed time period.
- 5.6 Packing material of good quality shall be used. If there is any loss due to inferior quality packing material, the supplier shall bear the loss and penalty as per agreement.
- 5.7. 40 UP Country Liquor shall be provided in red colour ROPP seals and labels. 50 UP and 60 UP Country Liquor shall be provided in blue colour ROPP seals and labels.
- 5.8 No transit wastage / breakages shall be allowed. Filled nips of Country Liquor/ RML shall be supplied with proper seal, label etc. as per design and specification approved by Excise Department duly packed in carton boxes. (Transit allowance 0.15% of total bottles of a consignment of country liquor/ RML to be transported



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within the State from one bonded warehouse to other, shall be allowed once by the Distt. Excise Officer concerned, provided the loss is not due to negligence on the part of supplier or any employee. In case of increase of actual wastage, the case would be referred for decision by the Excise commissioner.)

5.9 The rates shall be for supply on F.O.R. basis at various depot of RSGSM Ltd. in Rajasthan for a period from 1<sup>st</sup> April, 2021 to 31<sup>st</sup> March, 2022.

5.10 The rates shall remain fixed during the entire period subject to orders issued otherwise by competent authority.

5.11 The distillers / bottlers shall abide by all the provisions of Excise Act and Rules and also abide to:

- i. Supplier's name should be conspicuously mentioned on every corrugated box of Country Liquor/RML in bold letters.
- ii. Word 'CL-RAJASTHAN' / RML (or as notified by the competent authority) and name of supplier (distiller / bottler) shall be embossed/ engraved / jet printed on each glass / pet bottle.
- iii. Labels of 40 UP Country Liquor shall be clearly (सुस्पष्ट) printed with words (Strong Liquor) "स्ट्रॉंग मदिरा".
- iv. Labels of all brands of Country Liquor shall be printed with words :

In English	In Hindi
Consumption of liquor is injurious to health	मदिरा सेवन स्वास्थ्य के लिए हानिकारक है।
Be Safe-Don't Drink and Drive	सुरक्षित रहें – पीकर ड्राइव न करें।

5.12 The distillers / bottlers are expected to ensure that the items delivered to the RSGSM depots are fit for human consumption and adhere to the quality as stipulated in the relevant standards of the Bureau of Indian Standards and / or other standards as may be applicable or as desired by Government of Rajasthan.

5.13 The distillers / bottlers are also advised to improve the quality to conform to specifications. The RSGSM may periodically test samples of such items as it may decide, to ensure that quality standards are adhered to. If any item does not adhere to the quality standards expected of it, sale in respect of that particular batch of the item (if in stock) would be suspended immediately. A communication would be sent to the distiller / bottler along with the results of tests carried out with information to

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withdraw stocks of the particular batch from the depots at its own cost. *RSGSM will charge penalty on such stocks as per bid conditions till its disposal from RSGSM depots.*

5.14 All the brands of distillers / bottlers will be subjected to laboratory examination / testing. In case testing is carried out at any outside laboratory, the cost of testing of such samples would be debited to the distillers / bottlers. If any of these products do not conform to specifications, then such products (brands) would be black listed and the RSGSM would stop transacting in the same.

5.15 It shall be responsibility of the supplier to deposit difference of excise duty / any fee on stock lying with RSGSM depots and in transit on the date of approval or revision in duty structure for RML. A copy of the challan of such deposited duty is required to be submitted to RSGSM and Excise Department immediately after revision of such rates.

## 6. Orders for Supplies (OFS):

6.1 RSGSM shall have the right to allocate the quantity of Country Liquor / RML and destinations as per its requirement by issuing OFS (Order for Supplies).

6.2 Supplies to the RSGSM shall be based on the OFS issued by it online to suppliers. The RSGSM shall issue OFS based on the stock requirement of depots after duly considering the quantity held, the sales trend and requests of the supplier. To facilitate the process, the supplier may indicate the requirement of its brands etc. in various depots. However, the RSGSM reserves the right to decide the quantity for which OFS can be issued. Special requests or difficulties faced by the supplier regarding issue of OFS may be addressed to the General Manager, RSGSM.

6.3 Validity of OFS shall be 12 days however if the last day of OFS validity comes on official holiday, then validity of OFS would be the next working day automatically. The OFS shall be digitally signed by the authorized signatories of the company.

6.4 The maximum limit of OFS should be 1250 cartons / boxes of pet nips and 625 cartons for glass nips and minimum limit should not be less than 100 cartons.

6.5 The OFS would indicate the validity date within which the supplier should complete the delivery. The RSGSM may, at its discretion, extend the validity of the OFS and the supplier shall have to honour the OFS within the extended validity period without failure. However, RSGSM shall charge a fee for extending validity of each OFS as under:

(i) For up to 7 days or part thereof - Rs. 2,000/- per OFS

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*[These rates may be revised by the Director in charge from time to time.]*

In exceptional circumstances, where the delay is on account of factors beyond the control of supplier like natural calamity, accident of the vehicle carrying quantities under said OFS and contingencies alike, Director in charge RSGSM may condone the extension charges on merits.

- 6.6 If the consignment reaches after the validity period, the validity of OFS will be extended with the penalty of Rs. 2000/- per day per OFS.
- 6.7 Repeated lapse of supplies against OFS without valid reasons may result into reduction of quantity sourced and may also attract other penalties that the RSGSM may specify from time to time.
- 6.8 In case the supplies are not affected against any OFS and the same is submitted to RSGSM for cancellation, the same shall be cancelled on payment of a fee of Rs. 5,000/- per OFS.

## **7. Transit Risk and Losses:**

- 7.1 In case of labour contract by RSGSM, the stocks from the vehicles of distillers / bottlers / suppliers shall be unloaded by the contract labour at RSGSM depots. This includes stacking of the liquor in the depot. The labours will be provided by the labour contractors of RSGSM. The unloading charges shall be recovered from the payments of the suppliers along with GST amount as per applicable rates. An appropriate invoice for the same shall be issued to such supplier for unloading charges. Any risk during the transit of liquor from the premises of the supplier till the stocks are arrived at the depot shall be borne by the distillers / bottlers, who may, if necessary, seek an insurance cover.

Note: Loading / unloading for inter-depot transfers desired by distillers / bottlers shall be done by contract labour as per approved rates. The transportation along with necessary permissions shall be managed by the supplier concerned.

- 7.2 In the absence of labour contract, it shall be responsibility of the distillers / bottlers / suppliers to load / unload stocks at the depots of the RSGSM. This includes stacking of the liquor in the depot. Any risk during the transit of liquor from the premises of the supplier till the stocks are unloaded and stacked in the depot shall be borne by the distillers / bottlers, who may, if necessary, seek an insurance cover.

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7.3 Transit losses would fall in one of the categories described below. Such losses shall be to the account of the distillers / bottlers:

**Short Receipt** – Receipt of lesser number of items than what is mentioned in the invoice of the distiller / bottler and / or mentioned in the transport permit would be categorized under this head. Such short receipt would generally be in the nature of missing bottles in carton boxes, though missing of whole carton boxes cannot be ruled out.

**Broken Items** – Items that are received in broken condition or are detected as broken during delivery by RSGSM for further sales or are detected subsequently as broken would be categorized under this head.

7.4 If without having any specific reason, shortage in the stock is found during unloading at the depot, an amount equivalent to the RSGSM landing cost of such shortage shall be deducted from the payment of the supplier. The supplier will also be responsible for any liability arising under Rajasthan Excise Act for such shortage.

## 8. Stocks held for sale:

8.1 Damage to stock held for sale as a result of any negligence of the distiller / bottler or the transporter, would be to the account of the distiller / bottler concerned. More particularly, instances of bottles having hairline cracks resulting in steady evaporation of the contents, quantity filled liquid being less than the declared quantity, damage due to weak carton boxes, etc., which are controllable by distillers / bottlers cannot be treated as storage losses attributable to the RSGSM. Such or other similar losses whenever detected shall be treated as transit losses and the concerned supplier will be debited accordingly. Any decision of the RSGSM as regards the nature and quantum of such losses shall be final. Distillers / bottlers may, if they so desire, depute their representatives to verify such bottles and satisfy themselves.

8.2 Distillers / bottlers may appreciate that storage space as a resource has to be optimally utilized and slow moving / non-moving stocks of one distiller / bottler should not result in limiting market access to others. It is, therefore, necessary that stocks move regularly and non-moving stocks are weeded out. The stocks held by the RSGSM would therefore be categorized as under:

- Active stocks – Stocks up to 120 days would be treated as active stocks.
- Old stock – Stocks after lapse of 120 days would be treated as old stocks.

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- Rejected stocks – After 60 days from the date of rejection in case of CL/RML would be treated as old or non-moving stocks.

8.3 Old stocks shall be charged old stock penalty @ Re.2/- per carton box per day (and in case of rejected @ Re. 3/-per carton box per day). The old stock penalty shall be computed on the basis of carton box days (i.e. one carton box of an old item stored for one day is termed as a carton box day and would attract old stock penalty charges and they shall be adjusted against the payments due to the distillers / bottlers. Any tax / levy (e.g. GST) chargeable on old stock penalty with surcharge thereon, if any, will also be recoverable from the distillers / bottlers as per provision in this regard. This penalty will be charged in case of loose bottle also on the same pattern.

8.4 In the beginning of every month, the P&S / IT section of RSGSM would display on its website details of old items at the end of the previous month, with a request to lift them within sixty days. If the distillers / bottlers do not take necessary action to lift such stocks within the notified period, the RSGSM would dispose of the old stocks with prior permission of Excise. The distillers / bottlers shall not have any further claim against the RSGSM in respect of such stocks. In case of failure of distillers / bottlers to deposit any RSGSM dues recoverable from the distillers / bottlers, the stock of distillers / bottlers may be sold off in the market to recover the dues after giving notice of 15 days and after approval of Excise Commissioner.

## **9. Procedure Regarding Unapproved Stock:**

9.1 Suppliers will be intimated up to 15th April on completion of the financial year regarding the closing stock of their various unapproved brands of CL / RML lying at RSGSM depots on 31st March. The suppliers will confirm the balance of the stock up to 30th April. The closing stock of the unapproved brands will be deemed to be confirmed in case the required confirmation is not received from the suppliers within the specified time.

9.2 After receiving confirmation from the suppliers regarding position of the closing stock of their unapproved brands lying in RSGSM depots on 31<sup>st</sup> March, the suppliers will be served a registered notice up to 15<sup>th</sup> May regarding either to get the brands & labels of such stock approved or take permission for such unapproved stock back to distillery / bottling plant within specific period.

9.3

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- (a) The suppliers will be required to get the brands and labels approved from Excise Department or obtain permission from Excise Department for taking the unapproved stock back to the distillery within 3 months i.e. up to 30<sup>th</sup> June every year.
- (b) The onus of providing information to RSGSM in time regarding approval of brands & labels or permission of taking back of such stock to distillery would be solely upon the suppliers. The above information shall be provided to the RSGSM either by registered post or through e-mail on the authorized e-mail id.

RSGSM will not be liable for any loss caused to the supplier due to non / inadequate communication from the supplier's side.

### **9.4**

- a. If the brands and labels are not approved nor the permission for taking such stock back to distillery is taken from the Excise Department, procedure of destruction of such unapproved stock would be initiated by RSGSM after expiry of the stipulated period of three months i.e. from 1<sup>st</sup> July of the subsequent year in case of RML. It will be deemed and considered that the supplier has given his consent to drain it out and no further communication in this regard in any manner will be required from the RSGSM. (In case of unapproved CL stock, requisite excise duty to be deposited by manufacturer / supplier before destruction of such stock.)
- b. The following actions for disposal of such RML stock will be taken:-  
The RSGSM will drain out such stock in the presence of the representatives of Excise Department as per procedure laid down or allow the supplier to take back such stock provided competent approval is obtained for the same.
- c. No refund of Excise Duty, or any other duties / levies will be payable to suppliers against such drained out stock.
- d. Any dues, pertaining to demurrage charges against unapproved stock or other expenses incurred by the RSGSM in draining out such stock, will be recovered from the supplier. Such amount will be recovered from the amount payable to the supplier. Subsequently, the balance amount, if any, will be recovered from the security deposit of the supplier.

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- e. In case the supplier does not make payment of due amount to RSGSM, the action for the recovery of the amount will be initiated under prevailing Acts and Rules.

9.5 However, any stock lying unsold & expired and declared unfit for human consumption at the depot shall be drained out by the RSGSM. Any expenditure incurred by the RSGSM towards this shall be recovered from distillers / bottlers. No compensation shall be payable in respect of such stock. RSGSM margin (as applicable) plus old stock penalty (subject to the maximum period of six months from the date / month of bottling) shall also be recovered in this case.

## **10. Issue of Stocks:**

10.1 Business hours of the depot shall be normal office hours. Issue / receipt of stock before or after these hours shall be at the discretion of the Depot Manager and shall be exceptional. Depot may be opened on holidays with the prior approval of the competent authority.

10.2 Ownership of stocks sold to buyers shall pass on to them immediately after delivery by the depot. Buyers are, therefore, advised to verify the goods before accepting delivery. If the buyer so desires, Depot Managers shall allow prior inspection of carton boxes (CB) before delivery popularly called "**Open Delivery**", in order to avoid claims for shortages or breakages later.

10.3 In case of authorized labour contract by RSGSM, un-stacking & loading of purchased stock into licensees vehicles will be carried out as per labour contract at RSGSM depots.

The labours will be provided by the contractors authorized by RSGSM. For this, the licensees shall be required to deposit an additional amount of loading charges per carton box plus GST amount at applicable rates along with the amount of the goods they desire to purchase. The amount will be deducted along with the cost of desired liquor variety from the money so deposited by such licensees. The loading charges will be deducted at the rate of such charges decided by RSGSM per case. The loading charges so deducted will be shown in BTP (Bill-cum-Transport Pass) and separate GST invoice will be generated.

Any damages arising during handling of goods at this stage shall be the responsibility of the labour contractor.

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10.4 In the absence of labour contract in the depot concerned, buyers shall be responsible for un-stacking, loading the purchased goods into their vehicle and transporting the same to their destination at their risk and cost. Any damages arising during handling of goods at this stage shall be their (licensees) responsibility. Under no circumstances, shall any claim for damages be entertained after handing over the goods and no depot shall accept return of goods after issue.

10.5 The RSGSM shall not sell loose bottles of liquor brands.

10.6 RSGSM would endeavor to have adequate stocks to meet any demand from buyers. In the unlikely event of shortage of any particular item, the depot manager would distribute the available quantity equitably amongst demanding buyers, as per the policy decided by RSGSM.

## **11. Sale Price:**

11.1 The price to be charged for the stock issued shall be as fixed by the RSGSM periodically and it reserves its right to revise the sale price and such revised prices shall be effective on such dates as may be specified.

11.2 The buyer may seek clarifications in the sales invoices within three weeks of the sale. Corrective action, as may be necessary, would be taken based on the buyer's representation. Generally, RSGSM would not entertain clarifications on the sales invoices raised after two months of the sale.

11.3 RSGSM is entitled to recover differences due to short billing, excess dispatches or any other reasons, immediately after such instances are noticed by it. Such amounts if not paid immediately upon demand shall carry an interest of 18% per annum. Further, RSGSM is entitled to adjust such amounts out of any payment received or out of any other credit lying in favour of the buyer.

## **12. Payment for Stocks Purchased:**

12.1 Issue of stocks shall be against deposit through internet banking or direct credit in favour of RSGSM through challans / RTGS / NEFT into various bank accounts of RSGSM authorized for such deposition. Cash / pay order / cheques / demand drafts or other instruments of offline deposition will not be accepted at the depots. No credit sale is allowed.

12.2 Buyers who have an account with the banks designated by the RSGSM for receipt of payments may transfer the due amount in favour of RSGSM by way of deposits through internet banking or challan prescribed by RSGSM. Bank branches and



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account number of RSGSM with these banks where such payment can be made would be separately notified.

12.3 Buyer shall produce 'e' receipt challan (through internet banking) of deposit and RSGSM challan or portion of the RSGSM challan with the confirmation of the bank to the depot concerned based on which goods would be issued. The licensee will also provide the copy of permit issued by Excise department.

The goods shall be issued only after the amount against the supply is actually credited into the bank account of RSGSM.

12.4 Licensee is liable to pay 18% interest + minimum penalty of Rs.1,000/- per instance or maximum 10% of deposit whichever is higher for debit balance / credit sale due to any reasons for which licensee is responsible apart from other legal liabilities and remedies that the RSGSM may resort to.

12.5 Licensees may deposit a fixed amount and lift stocks against such deposits. basic license fee @ Rs. 42 per B.L. in case of C.L. and @ Rs. 102 per B.L. in case of RML will also be debited against this deposited amount. RSGSM would not pay any interest for the deposit. They may replenish the deposit periodically.

13. 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.

14. **Inspection:** The RSGSM Ltd. is at liberty to carry out sudden inspection of the factory/ works of the supplier before or during the supply contract without prior intimation.

15. **Cancellation:** In case RSGSM does not require part or entire ordered quantity due to any reason, it may cancel the part or entire order during the period of contract and/ or any extended period, for which no claim whatsoever of the supplier shall be entertained.

16. **Testing:** The random sample for testing of supplied Country Liquor / RML shall be taken and necessary testing shall be done at laboratory of RSGSM or Excise Department or any reputed independent pvt. lab.

17. In the event of any breach of conditions of the contract at any time on the part of the supplier, the contract may be terminated summarily by the Director in charge, RSGSM with such conditions as may be deemed fit.

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18. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
19. Distilleries/ bottling plant should mention their brand names of country liquor/ RML and also mention the name of their franchisee along with the capacity and provide copy of latest agreement with the franchisee.

*In case it is not possible to produce the copy of agreement executed with the franchisee because of short time then an undertaking cum consent of franchisee stating the quantity on non-judicial stamp paper of Rs. 100/- may be submitted with the bid. However, the detailed agreement shall have to be produced before 31-03-2021.*

20. **FORCE MAJEURE:** If Government imposes any restriction on the supply, matter shall be considered under force majeure clause.
21. In case of shortage of supply of country liquor from within the state of Rajasthan, the state government may permit import of country liquor from outside the state.
22. If the quality of country liquor supplied by distillers and bottlers is not found as per specifications, the rejected goods may be taken back within 60 days from the date of receipt of such consignment, otherwise demurrage charges @ Re. 3.00 per day per carton from the date of rejection, will be charged up to the date of taking it back. The demurrage charges will be deducted from the due payments.
23. If any supplier submits application for issue of inter-depot transfer order, the supplier shall be required to deposit fee @ Rs. 2.00/- per carton subject to minimum of Rs. 200/- per transfer order quantity or as decided by Director in charge from time to time. However, as regards extension and cancellation of transfer order quantity, the fees prescribed for extension / cancellation of OFS as mentioned in relevant paras shall be applicable.
24. If the supplied quantity remains unsold up to 120 days from the date of receipt, the supplier will have to take it back, otherwise after completion of the above period demurrage charges will be recovered @ Re. 2/- per day per carton (and in case of rejected @ Re. 3/-per carton box per day). **Demurrage will be calculated from the date of receipt in any of the RSGSM depot for the first time; if transfer from one depot to another depot is made, demurrage will be chargeable from the first date of receipt in any of the RSGSM depot.**

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25. The invoice of the distiller / bottler shall be accompanied by the following documents and shall be submitted to the receiving depot:
- (i) The copy of OFS issued by the RSGSM;
  - (ii) Copy of the permits issued by the Excise Department;
  - (iii) Transport bilty [Goods receipt of transporter];
  - (iv) If applicable, a statement of the excise adhesive labels / holograms with details of unique identifying numbers (for each bottle) of the carton boxes delivered;
  - (v) Batch wise details of quantity of dispatch conforming;
  - (vi) Fit for human consumption certificate will be issued by officer in-charge of Excise Department and Lab Chemist of distillery/ bottler concerned before issue of supply to RSGSM depots.
26. Suppliers may please note that the consignments would not be unloaded in the receiving depots if the requirements indicated at **sr. no. 25** of this document are not full filled.
27. **Quantity & supply schedule:** The supply of Country Liquor/ RML shall be made by private distillers/ bottlers as per OFS issued separately from time to time. The ordered quantity may be increased/ decreased at the discretion of RSGSM & the supplier shall have no claim whatsoever on this account.
28. **Specifications:** As referred above, the Country Liquor / RML to be supplied should confirm to specifications prescribed by RSGSM and Excise Department. It should be potable and the strength of Country Liquor / RML shall be as per requisition/order (i.e., 40° UP, 50° UP & 60° UP in case of Country Liquor and 25° UP RML.) Certificate issued by Excise Office concerned regarding its fitness for human consumption shall be furnished with each consignment. In case such certificate(s) are not sent along with each consignment, the consignment shall not be accepted by RSGSM. If the Country Liquor / RML supplied by the supplier is found at any stage to be spurious/or not fit for human consumption, the entire consignment shall be rejected at the risk and cost of the supplier and the supplier shall be responsible for any legal / criminal proceedings arising there from and also damages that might accrue directly or indirectly to the consumer/ RSGSM, if any.
29. In case of theft during transportation, supplier should lodge an FIR and a copy of the same should also be made available to concerning depot and Head Office of RSGSM along with other documents with a request to concerning depot to make necessary entries against OFS for zero MIS.

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- 30. Risk & Cost:** In case of inability to supply the ordered quantity in full / part, which may cause loss to RSGSM in procurement of the Country Liquor / RML from other sources, it will be done at supplier's risk and cost without prior notice.
- 31. Payment:** Generally 100% payment shall be released on weekly basis by RTGS from Head Office after receipt of online verification from respective depot & unit office on sale of consignment of country liquor / RML to licensees. Remittance charges on payment made to supplier through RTGS will be borne by the supplier unless specifically agreed to by the RSGSM.
- 32. Liability on account of excess wastage etc.:** All excise rules and regulations and other regulations that are in force at the time of manufacture and delivery of the goods or may be in force at the time of actual supply, shall be applicable on the supplier. If any liability arises on RSGSM on account of excess wastage, loose strength of Country Liquor or on account of any violation of Excise regulation and/ or any other Government regulation, the same will be recovered from the supplier and it shall be the responsibility of the supplier to indemnify RSGSM by those amounts or otherwise get it waived off from the appropriate authorities, within reasonable time.
- 33. Insurance:** Insurance of material in transit may be arranged by the supplier at his own cost.
- 34. Tax deduction at source:** Income tax and GST deduction will be made at source at the rates notified by the central government from time to time, if applicable, on the supply contract.
- 35. Bid Security / Performance Security:**
- a. **Bid security :**
- i. The bid security declaration shall be submitted as annexure "H" for bid security.
- |   |  |   |
|---|--|---|
| A | CL   | Rs. 7.00 Lac for distillers & Rs. 5.50 Lac for bottlers |
| B | RML  | Rs. 3.00 Lac for distillers & Rs. 2.50 Lac for bottlers |
| C | Bidders offering for both i.e. country liquor and RML, bid security of both i.e. Rs. 10 lac and Rs. 8 lac by distillers and bottlers respectively. |   |
- ii. The original bid security declaration should reach RSGSM head office, Jaipur up to 6.00 p.m. of 11.03.2021.
- iii. Offers without bid security declaration shall not be accepted.
- b. **Performance security:**

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- i. Performance security as mentioned below should be deposited within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.

A	CL	Rs. 17.50 Lac for distillers & Rs. 14.00 Lac for bottlers
B	RML	Rs. 7.50 Lac for distillers & Rs. 6.00 Lac for bottlers
C	Bidders supplying both i.e. country liquor and RML, will have to deposit performance security of both i.e. Rs. 25 lac and Rs. 20 lacs by distillers and bottlers respectively.	

- ii. Bid security, if deposited, may be adjusted against performance security. This shall be returned after successful completion of the contract.
- c. In case of non-fulfillment of the contract, the security amount deposited can be forfeited in full or in part. Decision of the Director-in-charge, RSGSM in the regard shall be final. No interest shall be paid on such deposit.
- d. Adjustment of any previous balance against security will not be allowed.
- 36.** Any duty, tax etc., paid at the time of purchase shall be refundable to RSGSM if the same is found not to be payable afterwards.
- 37.** As per point no. 12 of excise policy 2021-22, the provision only w.r.t. to country liquor and RML shall be applicable for the bidders.
- 38.** Other provisions / procedures / arrangements shall be applicable as per excise policy no. प4(1)वित्त / आब / 2021 dated 06.02.2021 of F.Y. 2021-22.
- 39.** The circular no. EC-108 dated 23-12-2015 issued by Excise Department and amendments / changes or any new provisions, if applicable, will also apply for the supplies made under this bid.
- 40.** Company reserves the right to conduct sudden/ random inspection of the supplied goods to check the quality of supplied item at reduction center or any place even after the final payment. If quality of supplied goods is not found up to the mark, rejected country liquor shall be immediately returned back to the supplier as per excise rules. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of supplier shall not be accepted.
- 41.** No counter condition shall be accepted. Conditional bids/offer would be rejected out rightly.
- 42.** The special terms & conditions shall prevail upon wherever the same are in contradiction with the general terms & conditions. In case of dispute regarding interpretation of any terms and conditions in the tender document, the same should be got clarified by the

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bidder before submitting the tender. At any stage of the bidding decision of the management shall be final and binding on all the bidders. Any request for change in any conditions / quoted price or inclusion of any document etc. after submitting the bid unless called for shall not be entertained

- 43.** At the time of bidding, bottlers / distillers should make available the list of their authorized representative who will contact for the work of supply of country liquor in RSGSM office.
- 44.** Company shall give a letter of acceptance (LOA) to the successful bidders. The successful bidders shall execute an agreement on stamp paper (non-judicial) as prescribed by Rajasthan govt.
- 45.** As per instructions of circular No. 3/2013 dated 04-02-2013 Finance (G & T) Department, Govt. of Rajasthan annexures enclosed. Please read carefully and comply:

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

**Annexure B:** Declaration by Bidders regarding Qualifications

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

**Annexure D :** Additional Conditions of Contract

- 46.** RSGSM reserves the right for Country Liquor and RML filling from private bottlers on contract basis.
- 47.** Digitally signed scanned copy of bid document, DD of Rs. 2360/- of bid document, DD of Rs. 1000/- for e-procurement process fees, bid security declaration and other relevant documents shall be uploaded online and BOQ (offered quantity and rate) should be uploaded along with the online-bid on e-procurement portal.
- 48.** Technical bid shall be uploaded with all the documents required as per the check list along with following documents:
- (i) Scanned copy of bid document.
  - (ii) Scanned copy of bid security declaration, D. D. of, processing fees, bid document fees.
  - (iii) Attested copy PAN & GST number.
  - (iv) Attested copy of latest valid license of distillery/ bottling plant issued by competent authority.
  - (v) Please also refer the check-list (technical bid) for other required documents.

- 49.** Any changes in the liquor management plan for CL / RML if made in future with competent approval shall be part of the contract and binding on the contracting firms.

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## **GENERAL TERMS & CONDITIONS OF BID AND CONTRACT**

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
  - a. Whether signing as "sole proprietor of the firm?"
  - b. Whether signing as registered active partner of the firm?
  - c. Whether signing for the firm on the basis of power of attorney?
  - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state or where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. Distillery/ Warehouses of reduction centers.
6. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The Bidder should Sign 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. **Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken.**
  - ii. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
  - iii. In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered

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Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

- iv. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- v. 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.
- vi. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- vii. 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.
- viii. 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.
- ix. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- x. 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.
- xi. 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.
- xii. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

## 9. Performance security-

- a) Performance security shall be solicited from all successful bidders except the department's of the State Government and undertakings, corporations, autonomous bodies, registered



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societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 2.5 percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be 0.5 percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1 percent of the amount of supply order.
- c) Performance security more than Rs.10.00 Lac shall be furnished in any one of the following forms-
  - i) Bank Draft or Banker's Cheque of a scheduled bank;
  - ii) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
  - iii) Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the Director In charge in this regard shall be final. No Interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

## **10. Execution of agreement-**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- 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 subject to maximum 15000/- at its cost.

## **11. Bid shall be valid**

- a. 90 days from the dead line for submission of Bids.

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- 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 Distillers / bottlers 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.

## **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,

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which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
16. In the event of breach of the contract at any time on the part of the contractor/ supplier, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. In case of any dispute arising out of any matter related to the bid/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
19. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
20. **Procuring entity's right to accept or reject any or all bids-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-  
(i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and  
(ii) the financial bid containing financial aspects including the price.
23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

# Rajasthan State Ganganagar Sugar Mills Ltd.

## CHECK LIST (TECHNICAL BID)

### To be filled by the bidder

( Information to be provided along with the Bid Documents)

SN	Particulars	Details to be filled by bidder	Pg. No.
1.	<b>Name of the Distiller/Bottler</b>		
2.	<b>Name of the Owner</b> (Enclose verification from respective bank/ Partnership Deed/ Memorandum of Articles and Association etc.)		
3.	<b>Address:-</b> <b>i. Office Address, Phone No, Fax No, Email</b>  <b>ii. Factory Address Phone No, Fax No, Email</b>	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
4.	<b>Distiller/Bottler</b> (Enclose copy of Distillery License with the name of issuing excise authority along with the validity period)		
5.	<b>Factory owned or taken on lease/ Rent</b> (Copy of Ownership / Lease Deed registered with competent authority)		
6.	<b>GSTN</b> <b>(Registration with the GST Department)</b> (Enclose Copy of Certificates of GSTN)		
7.	<b>Latest GST/VAT challan/ CST challan /Return</b> (Enclose Payment copy of latest Challan of last quarter)		
8.	<b>Income Tax Permanent Account No.</b> (Enclose copy of PAN)		
9.	<b>Bid Security declaration</b> (On Rs 100/- non judicial stamp Paper duly Notarized)		
10.	<b>Affidavit as per Annexure "B" of Bid Document</b> (On Rs 100/- non judicial stamp Paper duly Notarized)		

## Rajasthan State Ganganagar Sugar Mills Ltd.

11.	<b>Total Offered Country Liquor Quantity Per Month in cases</b>			
	<b>1. Distiller/ Bottler Self-Production Quantity Per Month in cases</b>			
	<b>2. Franchisee Lend Quantity Per Month in cases</b> i) ii) iii) iv)			
	<b>3. Franchisee Borrow Quantity Per Month in cases</b> i) ii) iii) iv)			
	<b>Total Offered Rajasthan Made Liquor Quantity Per Month in cases</b>			
	<b>1. Distiller / Bottler Self-Production Quantity Per Month in cases</b>			
	<b>2. Franchisee Lend Quantity Per Month in cases</b> i) ii) iii) iv)			
	<b>3. Franchisee Borrow Quantity Per Month in cases</b> i) ii) iii) iv)			
	12.	<b>Name of franchisee, offered quantity in cartons for distillers along with the latest agreement between distiller and franchisee</b>		
	13.	<b>Copy of license/ challan for license fee deposited for the year 2021-22 from the distiller / bottler</b>		
14.	<b>Valid Consent to Operate from Pollution Control Board</b>			
15.	<b>Duly Signed Bid Document Attached or not?</b>			

### Please Note :

1. All the Copies Submitted should be duly self-attested.
2. Please submit all above required documents necessarily.

# Rajasthan State Ganganagar Sugar Mills Ltd.

## 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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# Rajasthan State Ganganagar Sugar Mills Ltd.

## Annexure B : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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# **Rajasthan State Ganganagar Sugar Mills Ltd.**

## **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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# **Rajasthan State Ganganagar Sugar Mills Ltd.**

- (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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# Rajasthan State Ganganagar Sugar Mills Ltd.

FORM No. 1

[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:

(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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# **Rajasthan State Ganganagar Sugar Mills Ltd.**

## **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)**

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.

# Rajasthan State Ganganagar Sugar Mills Ltd.

## List of Depots of RSGSM

**Year 2021-22 (1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022)**

**Annexure –E**

S. No	District Name	Name of Bonded Warehouse	
1	Jaipur	1	Jaipur city
		2	Chomu
		3	Shahpura
		4	Dudu.
2	Dausa	1	Dausa
		2	Bandikui
3	Sikar	1	Sikar
		2	Fatehpur
		3	Neem ka Thana
		4	Shrimadhopur
4	Jhunjhunu	1	Jhunjhunu
		2	Chirawa
		3	Khetri
		4	Nawalgarh
5	Churu	1	Churu
		2	Taranagar
		3	Sujangarh,
6	Ajmer	1	Ajmer
		2	Beawar
		3	Kekri
		4	Kishangarh
7	Nagaur	1	Prabtsar
		2	Didwana
		3	Nagaur
		4	Mertaroad
8	Bhilwara	1	Bhilwara
		2	Shahpura
		3	Asind
		4	Mandalgarh
		5	Gangapur
9	Udaipur	1	Udaipur
10	Chittorgarh	1	Chittorgarh,
		2	Kapasan
		3	Dungla
		4	Begu
		5	Nimbaheda
11	Rajsamand	1	Rajsamand
		2	Devgarh

## Rajasthan State Ganganagar Sugar Mills Ltd.

12	Jodhpur	1	Jodhpur
		2	Falodi
		3	Pipad
13	Sirohi,	1	Sirohi,
		2	Aburoad
14	Barmer	1	Barmer
		2	Balotra
15	Jaisalmer	1	Jaisalmer
		2	Pokhran
16	Pali	1	Pali
		2	Rani
		3	Jetaran
		4	Sojat
17	Jalore	1	Jalore
		2	Bhinmal
18	Bharatpur	1	Bharatpur
		2	Deeg
		3	Bayana
19	Sawaimadhopur	1	Sawaimadhopur
		2	Gangapur
20	Alwar	1	Alwar
		2	Behror
		3	Bhiwadi
		4	Khairtal
		5	Rajgarh
21	Karoli	1	Karoli
		2	Hindon
22	Dholpur	1	Dholpur
23	Kota	1	Kota
		2	Ramganjmandi
24	Bundicity	1	Bundicity
25	Baran	1	Baran
26	Jhalawar	1	Jhalawar
		2	Bhawanimandi
27	Tonk	1	Tonk
		2	Malpura
28	Sriganganagar	1	Sriganganagar
		2	Karanpur
		3	Padampur
		4	Raisinghnagar
		5	Anoopgarh
		6	Suratgarh
29	Hanumangarh	1	Hanumangarh

## Rajasthan State Ganganagar Sugar Mills Ltd.

		2	Nohar
		3	Bhadra
30	Bikaner	1	Bikaner
		2	Nokha
		3	Lunakaransar
31	Pratapgarh	1	Pratapgarh
32	Banswara	1	Banswara
33	Dungarpur	1	Dungarpur

**Note: Depots may be increase/ decrease.**

# Rajasthan State Ganganagar Sugar Mills Ltd.

**Annexure 'F'**

Distillers / bottlers's Authorization (In case of procurement valuing more than Rupees 10 lakh)

## **Distillers / bottlers's Authorization**

NIB. NO. **RSGSM/RML-CL/RC/2021-22/ Pur/60**

Date 26.02.2021

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

### **WHEREAS**

We, who are official distillers / bottlers of Country Liquor 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 CL, manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Date \_\_\_\_\_

**Annexure 'G'**

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Technical Bid Submission Sheet

NIB. NO. RSGSM/RML-CL/RC/2021-22/ Pur/60

Date 26.02.2021

To,  
The DGM Purchase  
RSGSM Ltd.  
Jaipur

We, the undersigned, declare that:

- i. 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 C.L / RML or both.
- ii. 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;
- iii. If our Bid is accepted, we commit to obtain a Performance Security Rs. 25.00 lacs from Distillers and Rs. 20 lacs from Bottlers for due performance of the Contract.
- iv. Our firm, for any part of the Contract, have nationalities from the eligible countries
- v. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- vi. Our firm, its affiliates or subsidiaries, including any sub Bidders or suppliers has not been debarred by the State Government or the Procuring Entity.
- vii. 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.
- viii. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- ix. 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.
- x. A Copy of audited accounts for the year 2018-19 is enclosed here with.
- xi. 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: \_\_\_\_\_



राजस्थान सरकार  
कार्यालय आबकारी आयुक्त, राजस्थान उदयपुर  
आबकारी भवन -2 गुमानियावाला, पंचवटी उदयपुर

क्रमांक P032(बी)(379)आब./एल/72-VI/ 6351

दिनांक: 23 दिसम्बर, 2015

## परिपत्र

राज्य में स्थित देशी मदिरा की समस्त निर्माण इकाईयों में निर्मित देशी मदिरा की राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड के डिपों पर आपूर्ति प्रयोजनार्थ दिनांक 1 दिसम्बर, 2015 से लागू की गई कम्प्यूटरीकृत प्रक्रिया के अंतर्गत महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा जारी ओ.एफ.एस. के विरुद्ध देशी मदिरा की आपूर्ति हेतु सम्बंधित निर्माण इकाई के प्रभारी आबकारी अधिकारी द्वारा परिवहन पारपत्र (टी.पी.) जारी किया जाता है। ओ.एफ.एस. एवं टी.पी. एक निश्चित समयावधि के लिये जारी किये जाते हैं।

अपरिहार्य कारणों से एक दस्तावेज जारी होने के बाद आगामी दस्तावेज के जारी नहीं होने, दोनों दस्तावेजों में उल्लेखित समयावधि में गन्तव्य डिपो पर नहीं पहुंच पाता है अथवा टी.पी. की निश्चित समयावधि में आर.एस.जी.एस.एम. के डिपो पर ट्रक की "गेट एंट्री" सॉफ्टवेयर में नहीं की जाती है तो सॉफ्टवेयर उक्त माल की डिपो के स्टॉक में प्राप्ति नहीं दर्शा सकता है। इस स्थिति में देशी मदिरा के परिवहन के लिये जारी दस्तावेजों की पश्चात्प्राप्ति समयावधि बढ़ाया जाना अपेक्षित होता है।

ओ.एफ.एस. एवं टी.पी. की समयावधि को बढ़ाये जाने की प्रक्रिया को कम्प्यूटरीकृत किया जाना है। अतः इस संबंध में ऑनलाईन कार्यवाही करने के लिये निम्नानुसार प्रक्रिया निर्धारित की जाती है:-

1. ओ.एफ.एस. के जारी होने के उपरान्त टी.पी. जारी नहीं होने की स्थिति में : आपूर्तिकर्ता सप्लायर द्वारा ओ.एफ.एस. की समयावधि को बढ़ाये जाने का आवेदन महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर को ऑनलाईन किया जाएगा। महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा सम्बंधित आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार निर्धारित शास्ति आरोपित करने के पश्चात ओ.एफ.एस. की समयावधि ऑनलाईन बढ़ाई जायेगी।  
राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड के अधीनस्थ मदिरालयों द्वारा यदि ओ.एफ.एस. की समयावधि में वृद्धि अथवा उसे निरस्त कराया जाता है तो ऐसी स्थिति के लिये दोषी अधिकारी / कर्मचारी के विरुद्ध अनुशासनात्मक कारवाई की जायेगी।
2. टी.पी. में दी गई वैधता के अंतर्गत ही डिपो के कार्यालय समयावधि में पहुंचने वाले वाहन

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- गंगानगर शुगर मिल्स लिमिटेड के समस्त डिपो पर पहुंचने वाले समस्त वाहनों के लिये निम्न कार्यवाही की जावे :-
- 2.1 डिपो पर तैनात कर्मचारी (सिक्योरिटी गार्ड) द्वारा वाहन की पहुंच की दिनांक एवं समय का इन्द्राज इस हेतु संधारित पंजिका में किया जायेगा।
  - 2.2 संबंधित डिपो प्रभारी राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड मुख्यालय को ऐसे प्रत्येक प्रकरण को ऑनलाईन अतिशीघ्र प्रेषित करेंगे। उक्त प्रस्ताव में ओ.एफ.एस. क्रमांक, टी.पी. क्रमांक, वाहन के डिपो पर पहुँचने की दिनांक एवं समय तथा "गेट एंट्री" नहीं करने का कारण का स्पष्ट उल्लेख करना होगा।
  - 2.3 मुख्यालय द्वारा प्रकरण में उचित निर्णय लिया जाकर प्रस्ताव को ऑनलाईन ही डिजिटल हस्ताक्षर द्वारा अनुमोदित किया जाएगा। तत्पश्चात्, प्रकरण की "गेट एंट्री" स्वतः ही सॉफ्टवेयर में दर्ज हो जाएगी। इससे आगे की कार्रवाई डिपो स्तर से सम्पादित की जाकर वाहन को अनलोड किया जा सकेगा।
3. टी.पी. में दी गई वैधता के अंतर्गत ही अन्तिम दिवस को डिपो के कार्यालय समयावधि के पश्चात् पहुंचने वाले वाहन : देशी मदिरा के आपूर्ति प्रयोजनार्थ, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड के समस्त डिपो पहुंचने वाले समस्त वाहनों के लिये निम्न कार्यवाही की जावे :-
- 3.1 डिपो पर तैनात कर्मचारी (सिक्योरिटी गार्ड) द्वारा वाहन की पहुंच की दिनांक एवं समय का इन्द्राज इस हेतु संधारित पंजिका में किया जायेगा।
  - 3.2 आपूर्तिकर्ता सप्लायर द्वारा ऑनलाईन आवेदन किये जाने पर सम्बन्धित डिपो प्रभारी द्वारा उक्त वाहन की डिपो पर पहुँचने की दिनांक एवं समय की सूचना ऑनलाईन ही विभागीय सॉफ्टवेयर में दर्ज कर राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड मुख्यालय को अग्रेषित की जाएगी।
  - 3.3 चूँकि, वाहन ओ.एफ.एस. एवं टी. पी. की वैधता अवधि के अन्तर्गत डिपो के निर्धारित कार्य समय के पश्चात् डिपो पर पहुंचा था अतः ऐसे प्रकरणों में बिना ओ.एफ.एस. एवं टी. पी. की समयावधि बढ़ाए, मुख्यालय द्वारा आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार उचित निर्णय लिया जाकर प्रस्ताव को ऑनलाईन ही डिजिटल हस्ताक्षर द्वारा अनुमोदित किया जाएगा। तत्पश्चात्, प्रकरण की "गेट एंट्री" स्वतः ही सॉफ्टवेयर में दर्ज हो जाएगी। इससे आगे की कार्रवाई डिपो स्तर से सम्पादित की जाकर वाहन को अनलोड किया जा सकेगा।

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4. परिवहन पारपत्र (टी.पी.) वैधता अवधि के पश्चात् परन्तु ओ.एफ.एस. की वैधता अवधि के अंतर्गत डिपो पर पहुंचने वाले वाहन : देशी मदिरा के आपूर्ति प्रयोजनार्थ राजस्थान राज्य गंगानगर शुगर मिल्स के डिपों पर परिवहन पारपत्र (टी.पी.) में दी गई वैधता अवधि के पश्चात् परन्तु ओ.एफ.एस. की वैधता अवधि के अंतर्गत डिपो पर पहुंचने वाले वाहनों के लिये निम्न कार्यवाही की जावे :-
- 4.1 डिपो पर तैनात कर्मचारी (सिक्वोरिटी गार्ड) द्वारा वाहन की पहुंच की दिनांक एवं समय का इन्द्राज इस हेतु संधारित पंजिका में किया जायेगा।
- 4.2 आपूर्तिकर्ता सप्लायर द्वारा संबंधित प्रपत्र की समयावधि को बढ़ाये जाने का आवेदन ऑनलाईन प्रेषित किया जायेगा।
- 4.3 बिन्दु संख्या 4.2 के अन्तर्गत आपूर्तिकर्ता द्वारा ऑनलाईन आवेदन करने पर संबंधित डिपो प्रभारी द्वारा 4.1 में अंकित वाहन की डिपो पर पहुंच की दिनांक एवं समय की सूचना सॉफ्टवेयर में दर्ज की जाएगी।
- 4.4 तत्पश्चात्, प्रकरण संबंधित निर्माणकर्ता ईकाई के जिला आबकारी अधिकारी को ऑनलाईन प्रेषित किया जाएगा। जिला आबकारी अधिकारी द्वारा टी.पी. की ऑनलाईन वैधता अवधि विस्तार किया जाकर टी.पी. की शर्तों के उल्लंघन के लिए प्रकरण में राजस्थान आबकारी अधिनियम की धारा 58 सी के अन्तर्गत अभियोग दर्ज करने हेतु जिस जिले में संबंधित डिपो स्थापित है, के जिला आबकारी अधिकारी को प्रकरण ऑनलाईन प्रेषित किया जाएगा।
- 4.5 टी.पी. की ऑनलाईन वैधता अवधि विस्तार किये जाने के उपरांत संबंधित डिपो पर सॉफ्टवेयर में "शेट एंट्री" दर्ज कर वाहन को अनलोड किया जा सकेगा।
- 4.6 बिन्दु संख्या 4.4 में अंकित संबंधित जिला आबकारी अधिकारी द्वारा अप्रेषित प्रकरण के संबंध में संबंधित आपूर्तिकर्ता सप्लायर के विरुद्ध राजस्थान आबकारी अधिनियम की धारा 58-सी का अभियोग दर्ज किया जाएगा। इस बाबत संयोज्य प्रार्थना पत्र प्रस्तुत होने पर प्रकरण संयोज्य किया जाएगा अन्यथा चालान प्रस्तुत किया जाएगा।
5. परिवहन पारपत्र (टी.पी.) तथा ओ.एफ.एस. दोनों प्रपत्रों की वैधता अवधि के पश्चात् डिपो पर पहुंचने वाले वाहन : देशी मदिरा के आपूर्ति प्रयोजनार्थ राजस्थान राज्य गंगानगर शुगर मिल्स के डिपों पर परिवहन पारपत्र (टी.पी.) तथा ओ.एफ.एस. दोनों प्रपत्रों में दी गई वैधता अवधि के पश्चात् डिपो पर पहुंचने वाले वाहनों के लिये निम्न कार्यवाही की जावे :-
- 5.1 डिपो पर तैनात कर्मचारी (सिक्वोरिटी गार्ड) द्वारा वाहन की पहुंच की दिनांक एवं समय का इन्द्राज इस हेतु संधारित पंजिका में किया जायेगा।



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- 5.2 आपूर्तिकर्ता सप्लायर द्वारा संबंधित प्रपत्रों की समयावधि को बढ़ाये जाने का आवेदन ऑनलाईन प्रेषित किया जायेगा।
- 5.3 बिन्दु संख्या 5.2 के अन्तर्गत आपूर्तिकर्ता द्वारा ऑनलाईन आवेदन करने पर संबंधित डिपो प्रभारी द्वारा 5.1 में अंकित वाहन की डिपो पर पहुंच की दिनांक एवं समय की सूचना सॉफ्टवेयर में दर्ज की जाएगी।
- 5.4 तत्पश्चात, प्रकरण मुख्यालय, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड को प्रेषित किया जाएगा। महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा सम्बंधित आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार निर्धारित शास्ति आरोपित करने के पश्चात ओ.एफ.एस. की समयावधि ऑनलाईन बढ़ाई जायेगी।
- 5.5 तत्पश्चात, प्रकरण संबंधित निर्माणकर्ता ईकाई के जिला आबकारी अधिकारी को ऑनलाईन प्रेषित किया जाएगा। जिला आबकारी अधिकारी द्वारा टी.पी. की ऑनलाईन वैधता अवधि विस्तार किया जाकर टी.पी. की शर्तों के उल्लंघन के लिए प्रकरण में राजस्थान आबकारी अधिनियम की धारा 58 सी के अन्तर्गत अभियोग दर्ज करने हेतु जिस जिले में संबंधित डिपो स्थापित है, के जिला आबकारी अधिकारी को प्रकरण ऑनलाईन प्रेषित किया जाएगा।
- 5.6 टी.पी. की ऑनलाईन वैधता अवधि विस्तार किये जाने के उपरांत संबंधित डिपो पर सॉफ्टवेयर में "गेट एंट्री" दर्ज कर वाहन को अनलोड किया जा सकेगा।
- 5.7 बिन्दु संख्या 5.5 में अंकित संबंधित जिला आबकारी अधिकारी द्वारा अग्रेषित प्रकरण के संबंध में संबंधित आपूर्तिकर्ता सप्लायर के विरुद्ध राजस्थान आबकारी अधिनियम की धारा 58-सी का अभियोग दर्ज किया जाएगा। इस बाबत संयोज्य प्रार्थना पत्र प्रस्तुत होने पर प्रकरण संयोज्य किया जाएगा अन्यथा चालान प्रस्तुत किया जाएगा।
6. परिवहन के दौरान रास्ते में वाहन के दुर्घटनाग्रस्त होने, यांत्रिक खराबी के कारण अथवा अन्य किसी कारण से ओ.एफ.एस., / टी. पी. की वैधता अवधि बढ़ाने के लिए निम्न कार्यवाही की जावे :
- 6.1 घटना घटित होने के समय यदि, टी.पी. की अवधि समाप्त हो गई हो लेकिन ओ.एफ. एस. की वैधता अवधि समाप्त नहीं हुई हो तो निम्नानुसार कार्यवाही की जाएगी :
- 6.1.1 वाहन के संबंध में 6.1 में अंकित परिस्थिति उत्पन्न होने पर आपूर्तिकर्ता द्वारा टी. पी. के अवधि विस्तार हेतु ऑनलाईन आवेदन मय दस्तावेज साध्य किया जाएगा।
- 6.1.2 ऑनलाईन आवेदन जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आबकारी अधिकारी को प्रेषित किया जाएगा।

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6.1.3 उक्त जिला आबकारी अधिकारी द्वारा ऑनलाईन आवेदन में आपूर्तिकर्ता द्वारा अंकित सूचनाओं का भौतिक सत्यापन किया जाकर वस्तुस्थिति की सूचना सॉफ्टवेयर में दर्ज की जाएगी।

6.1.4 तत्पश्चात, संबंधित निर्माणकर्ता ईकाई के जिला आबकारी अधिकारी के द्वारा टी.पी. की ऑनलाईन वैद्यता अवधि विस्तार किया जाएगा।

6.1.5 ऑनलाईन वैद्यता अवधि विस्तार के उपरांत जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आबकारी अधिकारी द्वारा वाहन के साथ भेजे गये टी.पी. की मूल प्रति पर वैद्यता अवधि विस्तार का अंकन निम्नानुसार किया जाकर मूल प्रतियां आपूर्तिकर्ता को दी जायेगी:

"प्रमाणित किया जाता है कि आपूर्तिकर्ता के टी. पी. क्रमांक \_\_\_\_\_  
दिनांक \_\_\_\_\_ ऑनलाईन आवेदन के क्रम में जिला आबकारी  
अधिकारी \_\_\_\_\_ द्वारा उक्त टी. पी. की समयावधि दिनांक ..  
..... तक बढ़ाई गई है।

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6.1.6 बिन्दु संख्या 6.1.5 में टी. पी. की समयावधि बढ़ाये जाने के अंकन के पश्चात् आपूर्तिकर्ता अपने वाहन को टी. पी. में निर्धारित गन्तव्य स्थान पर परिवहन करने के लिए स्वतंत्र होंगे।

6.1.7 बिन्दु संख्या 6.1 में अंकित स्थिति के संबंध में उक्त जिला आबकारी अधिकारी द्वारा प्रकरण के संबंध में राजस्थान आबकारी अधिनियम की धारा 58-सी का अभियोग दर्ज किया जाएगा। इस बाबत संयोज्य प्रार्थना पत्र प्रस्तुत होने पर प्रकरण संयोज्य किया जाएगा अन्यथा चालान प्रस्तुत किया जाएगा।

6.2 घटना घटित होने के समय यदि, टी.पी. तथा ओ.एफ.एस. दोनों प्रपत्रों की अवधि समाप्त हो गई हो तो निम्नानुसार कार्यवाही की जाएगी :

6.2.1 वाहन के संबंध में 6.2 में अंकित परिस्थिति उत्पन्न होने पर आपूर्तिकर्ता द्वारा ओ.एफ.एस. तथा टी. पी. के अवधि विस्तार हेतु ऑनलाईन आवेदन मय दस्तावेज साक्ष्य किया जाएगा।

6.2.2 ऑनलाईन आवेदन जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आबकारी अधिकारी को प्रेषित किया जाएगा।

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6.2.3 उक्त जिला आबकारी अधिकार द्वारा ऑनलाईन आवेदन में आपूर्तिकर्ता द्वारा अंकित सूचनाओं का भौतिक सत्यापन किया जाकर वस्तुस्थिति की सूचना सॉफ्टवेयर में दर्ज की जाएगी।

6.2.4 तत्पश्चात, प्रकरण मुख्यालय, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड को प्रेषित किया जाएगा। महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा सम्बंधित आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार निर्धारित शास्ति आरोपित करने के पश्चात ओ.एफ.एस. की समयावधि ऑनलाईन बढ़ाई जायेगी।

6.2.5 तत्पश्चात, संबंधित निर्माणकर्ता ईकाई के जिला आबकारी अधिकारी के द्वारा टी.पी. की ऑनलाईन वैधता अवधि विस्तार किया जाएगा।

6.2.6 ऑनलाईन वैधता अवधि विस्तार के उपरांत जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है, वहां के जिला आबकारी अधिकारी द्वारा वाहन के साथ भेजे गये टी.पी. की मूल प्रति पर वैधता अवधि विस्तार का अंकन निम्नानुसार किया जाकर मूल प्रतियां आपूर्तिकर्ता को दी जायेगी:

“प्रमाणित किया जाता है कि आपूर्तिकर्ता को टी.पी. क्रमांक \_\_\_\_\_  
दिनांक \_\_\_\_\_ ऑनलाईन आवेदन के क्रम में जिला आबकारी  
अधिकारी \_\_\_\_\_ द्वारा उक्त टी.पी. की समयावधि दिनांक ..  
..... तक बढ़ाई गई है।

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6.2.7 बिन्दु संख्या 6.2.6 में टी.पी. की समयावधि बढ़ाये जाने के अंकन के पश्चात् आपूर्तिकर्ता अपने वाहन को टी.पी. में निर्धारित गन्तव्य स्थान पर परिवहन करने के लिए स्वतंत्र होंगे।

6.2.8 बिन्दु संख्या 6.2 में अंकित स्थिति के संबंध में उक्त जिला आबकारी अधिकारी द्वारा प्रकरण के संबंध में राजस्थान आबकारी अधिनियम की धारा 58-सी का अभियोग दर्ज किया जाएगा। इस बाबत संयोज्य प्रार्थना पत्र प्रस्तुत होने पर प्रकरण संयोज्य किया जाएगा अन्यथा घालान प्रस्तुत किया जाएगा।

6.3 घटना घटित होने के समय यदि, टी.पी. तथा ओ. एफ. एस. की वैधता अवधि समाप्त नहीं हुई हो लेकिन वाहन के गन्तव्य डिपो तक पहुँचने हेतु मात्र टी.पी. की वैधता अवधि



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6.3.1 वाहन के संबंध में 6.3 में अंकित परिस्थिति उत्पन्न होने पर आपूर्तिकर्ता द्वारा टी. पी. के अवधि विस्तार हेतु ऑनलाईन आवेदन मय दस्तावेज साक्ष्य किया जाएगा।

6.3.2 ऑनलाईन आवेदन जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आवकारी अधिकारी को प्रेषित किया जाएगा।

6.3.3 उक्त जिला आवकारी अधिकारी द्वारा ऑनलाईन आवेदन में आपूर्तिकर्ता द्वारा अंकित सूचनाओं का भौतिक सत्यापन किया जाकर वस्तुस्थिति की सूचना सॉफ्टवेयर में दर्ज की जाएगी।

6.3.4 तत्पश्चात्, संबंधित निर्माणकर्ता ईकाई के जिला आवकारी अधिकारी के द्वारा टी.पी. की ऑनलाईन वैधता अवधि विस्तार किया जाएगा।

6.3.5 ऑनलाईन वैधता अवधि विस्तार के उपरान्त जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आवकारी अधिकारी द्वारा वाहन के साथ भेजे गये टी. पी. की मूल प्रति पर वैधता अवधि विस्तार का अंकन निम्नानुसार किया जाकर मूल प्रतियां आपूर्तिकर्ता को दी जायेगी:

“प्रमाणित किया जाता है कि आपूर्तिकर्ता को टी. पी. क्रमांक \_\_\_\_\_  
दिनांक \_\_\_\_\_ ऑनलाईन आवेदन के क्रम में जिला आवकारी अधिकारी  
\_\_\_\_\_ द्वारा उक्त टी. पी. की समयावधि दिनांक \_\_\_\_\_  
तक बढ़ाई गई है।

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6.3.6 बिन्दु संख्या 6.3.5 में टी. पी. की समयावधि बढ़ाये जाने के अंकन के पश्चात् आपूर्तिकर्ता अपने वाहन को टी. पी. में निर्धारित गन्तव्य स्थान पर परिवहन करने के लिए स्वतंत्र होंगे।

6.4 घटना घटित होने के समय यदि, टी.पी. तथा ओ. एफ. एस. की वैधता अवधि समाप्त नहीं हुई हो लेकिन वाहन के गन्तव्य डिपो तक पहुँचने हेतु ओ. एफ. एस. तथा टी.पी. दोनों प्रपत्रों की वैधता अवधि विस्तार की आवश्यकता हो तो निम्नानुसार कार्रवाई की जाएगी:

6.4.1 वाहन के संबंध में 6.4 में अंकित परिस्थिति उत्पन्न होने पर आपूर्तिकर्ता द्वारा ओ. एफ. एस. तथा टी. पी. के अवधि विस्तार हेतु ऑनलाईन आवेदन मय दस्तावेज साक्ष्य किया जाएगा।

6.4.2 ऑनलाईन आवेदन जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के

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6.4.3 उक्त जिला आबकारी अधिकार द्वारा ऑनलाईन आवेदन में आपूर्तिकर्ता द्वारा अंकित सूचनाओं का भौतिक सत्यापन किया जाकर वस्तुस्थिति की सूचना सॉफ्टवेयर में दर्ज की जाएगी।

6.4.4 तत्पश्चात, प्रकरण मुख्यालय, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड को प्रेषित किया जाएगा। महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा सम्बंधित आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार निर्धारित शास्ति आरोपित करने के पश्चात ओ.एफ.एस. की समयावधि ऑनलाईन बढ़ाई जायेगी।

6.4.5 तत्पश्चात, संबंधित निर्माणकर्ता इकाई के जिला आबकारी अधिकारी के द्वारा टी.पी. की ऑनलाईन वैद्यता अवधि विस्तार किया जाएगा।

6.4.6 ऑनलाईन वैद्यता अवधि विस्तार के उपरांत जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आबकारी अधिकारी द्वारा वाहन के साथ भेजे गये टी.पी. की मूल प्रति पर वैद्यता अवधि विस्तार का अंकन निम्नानुसार किया जाकर मूल प्रतियां आपूर्तिकर्ता को दी जायेगी:

“प्रमाणित किया जाता है कि आपूर्तिकर्ता के टी. पी. क्रमांक \_\_\_\_\_  
दिनांक \_\_\_\_\_ ऑनलाईन आवेदन के क्रम में जिला आबकारी  
अधिकारी \_\_\_\_\_ द्वारा उक्त टी. पी. की समयावधि दिनांक ..  
..... तक बढ़ाई गई है।

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6.4.7 बिन्दु संख्या 6.4.6 में टी. पी. की समयावधि बढ़ाये जाने के अंकन के पश्चात आपूर्तिकर्ता अपने वाहन को टी. पी. में निर्धारित गन्तव्य स्थान पर परिवहन करने के लिए स्वतंत्र होंगे।

7. देशी मदिरा के निर्माता इकाई से आर.एस.जी.एस.एम. के गंतव्य डिपो पर जाते समय रास्ते में लूट लिये जाने की स्थिति में :-

7.1 ऐसे प्रकरणों जिनमें यदि देशी मदिरा की प्राप्ति नहीं होती है तो निम्न प्रक्रिया अपनाई जाएगी :

7.1.1 सप्लायर द्वारा “माल को लूटे जाने” का तथ्य दर्ज करते हुए सॉफ्टवेयर पर ऑनलाईन अनुरोध किया जायेगा। इसके साथ एफ.आई.आर. की प्रति को भी



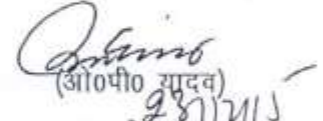
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- 7.1.2 सप्लायर द्वारा, जिस जिले में एफ.आई.आर. दर्ज हुई है के जिला आबकारी अधिकारी, को ओ.एफ.एस. सप्लायर इनबॉइस, बिल्टी तथा मूल एफ.आई.आर. की प्रति भी प्रस्तुत की जाएगी।
- 7.1.3 सम्बन्धित जिला आबकारी अधिकारी सप्लायर द्वारा प्रस्तुत प्रपत्रों के आधार पर आवश्यक कार्यवाही कर संतुष्ट होने पर ऑनलाईन सॉफ्टवेयर पर सप्लायर के अनुरोध को सत्यापित करेंगे।
- 7.1.4 सप्लायर द्वारा बिन्दु संख्या 7.1.2 में अंकित प्रपत्रों की प्रतियां सम्बन्धित डिपो जहां माल जाना था, के डिपो प्रभारी को भी प्रस्तुत की जाएगी। सम्बन्धित डिपो प्रभारी द्वारा उक्त प्रपत्रों की डिपो पर प्राप्ति होना ऑनलाईन सॉफ्टवेयर पर दर्ज की जाएगी।
- 7.1.5 महाप्रबन्धक, राजस्थान राज्य गंगानगर शुगर मिल्स द्वारा सम्बन्धित आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार निर्धारित कार्रवाई करते हुए सम्बन्धित ओ.एफ.एस. के विरुद्ध शून्य मात्रा की एम.आई.एस. दर्ज करने हेतु ऑनलाईन सॉफ्टवेयर पर अनुमोदन किया जाएगा।
- 7.1.6 डिपो प्रभारी द्वारा सम्बन्धित ओ.एफ.एस. के विरुद्ध सॉफ्टवेयर पर शून्य मात्रा की एम.आई.एस. बनाई जाएगी।
- 7.2 लूटी गई देशी मदिरा में से कुछ अथवा पूरी मात्रा के कुछ समय पश्चात बरामद होने की स्थिति में निम्न प्रक्रिया अपनाई जाएगी :
- 7.2.1 ऐसी देशी मदिरा रखे होने के स्थान से वापिस निर्माण ईकाई के लिए ही भेजी जावे एवं किसी स्थिति में पूर्व में जारी दस्तावेजों के आधार पर राजस्थान राज्य गंगानगर शुगर मिल्स के गोदाम के लिए नहीं भेजी जाएगी।
- 7.2.2 राजस्थान राज्य गंगानगर शुगर मिल्स के गोदाम तक परिवहन के लिए वाहन में भरी देशी मदिरा की सुपुर्दगी के आदेश सक्षम न्यायालय/अधिकारी से प्राप्त किये जाने के उपरान्त आपूर्तिकर्ता सप्लायर द्वारा उक्त देशी मदिरा के रखे होने के स्थान से निर्माण ईकाई तक परिवहन के लिए ट्रांसपोर्ट परमिट जारी करने के हेतु लिखित में घटना स्थल के जिला आबकारी अधिकारी के समक्ष आवेदन प्रस्तुत किया जावे।
- 7.2.3 जिला आबकारी अधिकारी द्वारा ऐसी देशी मदिरा के रखे होने के स्थान से उसकी निर्माण ईकाई तक परिवहन किये जाने के लिए परमिट/परिवहन पारपत्र जारी किया जाएगा।
- 7.2.4 जिला आबकारी अधिकारी परमिट/परिवहन पारपत्र जारी करने से पूर्व इस देशी मदिरा के परिवहन के लिए पूर्व में जारी किये गये दस्तावेजों की पूर्ण तर्जुमा करेंगे।

# Rajasthan State Ganganagar Sugar Mills Ltd.

पूर्व में जारी ओ.एफ.एस. का सत्यापन भी करेंगे कि इस ओ.एफ.एस. के विरुद्ध शून्य माल प्राप्त होने की एम.आई.एस. बनाई जा चुकी है।

7.2.5 निर्माण ईकाई का प्रभारी अधिकारी ऐसी देशी मदिरा के निर्माण पर प्राप्त होने की सूचना पारपत्र जारीकर्ता जिला आबकारी अधिकारी एवं राजस्थान राज्य गंगानगर शुगर मिल्स के मुख्यालय को भेजेंगे।


  
(ओपीओ युद्धव)  
आबकारी आयुक्त,  
राजस्थान, उदयपुर

क्रमांक प032(बी)(379)आब./एल/72-VI/ 6351

दिनांक :- 23 दिसम्बर, 2015

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

1. अतिरिक्त आबकारी आयुक्त, जोन-समस्त
2. जिला आबकारी अधिकारी-समस्त को भेज लेख है कि आपके अधिनस्थ प्रभारी सहायक आबकारी अधिकारी /आबकारी निरीक्षक को इसकी प्रति अपने स्तर पर उपलब्ध करावें एवं सॉफ्टवेयर में उक्त व्यवस्था लागू होने के पश्चात् परिपत्र के अनुसार पालना सुनिश्चित करावें।
3. महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर को भेज कर लेख है कि आप उपरोक्त आधार पर सॉफ्टवेयर में आवश्यक प्रावधान करा कर उक्त व्यवस्था को लागू किया जाना सुनिश्चित करेंगे एवं समस्त डिपो को उक्त परिपत्र में दिये निर्देशों की पालना सुनिश्चित कराने हेतु आपके स्तर से निर्देशित करेंगे।
4. सिस्टम एनालिस्ट (संयुक्त निदेशक), उदयपुर को प्रेषित कर लेख है कि सॉफ्टवेयर में उपरोक्तानुसार अतिशीघ्र संशोधन कर क्रियान्वित करावें।

  
अतिरिक्त आबकारी आयुक्त (नीति),  
राजस्थान, उदयपुर

# Rajasthan State Ganganagar Sugar Mills Ltd.

SR FORM-17

## AGREEMENT

(See Rule 68)

An agreement made this .....day of .....between ..... (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.
  - (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

# Rajasthan State Ganganagar Sugar Mills Ltd.

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.

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.

# Rajasthan State Ganganagar Sugar Mills Ltd.

In witness whereof the parties hereto have set their hands on the..... day of .....201.....

<b>Signature of the approved supplier.</b>	<b>Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd.</b> 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.

# Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'H'  
(on rupees 100 non-judicial stamp duly notarized)

## Form of Bid-Securing Declaration

Date :  
Bid No. :  
Alternative No. :

To :  
\_\_\_\_\_  
\_\_\_\_\_

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

Name : \_\_\_\_\_

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

Duly authorized to sign the bid for and on behalf of :

Dated on       day of  
Corporate Seal \_\_\_\_\_

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]

# Rajasthan State Ganganagar Sugar Mills Ltd.

## SCHEDULE OF RATES/ OFFER BY BIDDER

### Part II

### FINANCIAL BID

(TO BE UPLOADED WITH TECHNICAL BID)

<b>Tender Inviting Authority</b>	: Dy. General Manager (Purchase), RSGSM Ltd.
<b>Name of Work/Item</b>	: Procurement of Country Liquor/RML for the year 2021-22
<b>Bid No.</b>	: RSGSM/RML-CL/RC/2021-22/ Pur/60
<b>Bidder Name</b>	:

### A. Country Liquor (CL)

SN	Item Description	Offered Quantity in Cases (180 ml X 48 nips) / Month		
		In pet nips	In glass nips	In aseptic brick pack
1	Country Liquor 40 UP (RS Based)			
2	Country Liquor 40 UP (ENA Based)			
3	Country Liquor 50 UP (RS Based)		-	
4	Country Liquor 50 UP (ENA Based)		-	
5	Country Liquor 60 UP (RS Based)		-	

### *B. Rajasthan Made Liquor (RML)*

SN	Item Description	Offered Quantity in Cases (180 ml X 48 nips) / Month		Offered Quantity in Cases (750 ml X 12 Bottle) / Month
		Glass Nips	Aseptic Brick Pack	Glass Bottle
1	Rajasthan Made Liquor 25 UP (ENA Based)			