

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

**Regd. Office: 3<sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004**

**CIN:U15421RJ1945SGC000285**

**Tel: 0141-2740841, Web: [www.excise.rajasthan.gov.in](http://www.excise.rajasthan.gov.in)**

**Email: [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)**

**INVITATION OF APPLICATION FOR  
EMPANELMENT OF BIDDERS FOR SUPPLY  
OF E.N.A.(GRAIN BASED) AS PER I.S.  
SPECIFICATION TO REDUCTION CENTERS  
OF RSGSM LOCATED AT DIFFERENT  
PLACES IN RAJASTHAN**

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## Critical Dates

S. No.	Particulars	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document/ Applications form on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , and SPP Portal <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>	<b>08.08.2024</b>
2.	Date from which Bidding Document will be provided from the web-site of Rajasthan State Ganganagar Sugar Mills Ltd or can be downloaded from <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , and SPP Portal <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>	<b>08.08.2024</b>
3.	Pre-Bid meeting	<b>14.08.2024</b>
4.	Last date and time up to which Bids can be submitted/ uploaded on e-procurement website	<b>09.09.2024</b>
5.	Time and date of opening of Pre-qualification/Technical Bid	<b>10.09.2024</b>
6.	Financial bid shall be invited from time to time from the empanelled bidders/registered suppliers	-

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**NIB. NO. RSGSM/ENA/2024-25/ Pur/08**

**Date 08.08.2024**

**E-BID NOTICE**

Online Bids are invited for **APPLICATION OF EMPANELMENT OF BIDDERS FOR SUPPLY OF E.N.A.(GRAIN BASED) AS PER I.S. SPECIFICATION TO REDUCTION CENTERS OF RSGSM LOCATED AT DIFFERENT PLACES IN RAJASTHAN** upto **6.00 PM of 09.09.2024** Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://excise.rajasthan.gov.in/>, departmental website.

**UBN**

**Dy. General Manager (Purchase)**

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## NOTICE INVITING BIDS FOR EMPANELMENT OF BIDDERS FOR SUPPLY OF E.N.A.(GRAIN BASED) AS PER I.S. SPECIFICATION TO REDUCTION CENTERS OF RSGSM

1. Applications are invited by Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur from bonafide manufacturers/exporter, for pre-qualification process for Supply of ENA on regular basis from empanelled bidders/registered suppliers only. The procurement of subject matter shall be done by the procuring entity from the empanelled bidders/registered suppliers by method of limited bidding by request for proposal to all of them for financial bid.

Name & Address of the Procuring Entity	Dy. General Manager (Purchase) Tel. No. : 0141-2740841 Fax : 0141-2740676 E-mail: <a href="mailto:dgmpurchase.rsgsm@rajasthan.gov.in">dgmpurchase.rsgsm@rajasthan.gov.in</a> Tel. 0141-2740841 Fax :0141-2740676 Email Id : dgmpurchase.rsgsm@rajasthan.gov.in
Subject matter of procurement	RSGSM invites bids/applications from reputed manufacturers/Exporter who are dealing in ENA (Grain Based) and are having the experience for supply of ENA. The applications/bids are for empanelment of bidders by pre-qualification process for a period of One (1) Year which can be further extended for a period of One (1) Year. The registration shall be made of those applicants who meet the minimum eligibility criteria as specified in this bidding document/ application form. The empanelled suppliers shall be entitled to participate in the financial bid for supply of ENA as mentioned in this form.
Bid Procedure	Two-Part – In first Part empanelment of bidders shall be done based on minimum eligibility criteria. In second part, generally from time to time financial offers shall be invited from the registered/empanelled bidders only.
Estimated Quantity & Value of the Bid	Estimated quantity of ENA is 400 Lacs BL per year. Estimated value of the Bid is 300.00 Cr. Last 3 years ENA Consumption data from 2021-22 to 2023-2024 (enclosed at Annexure -A)
Bid Evaluation Criteria (Selection Method)	The empanelment of bidders with RSGSM shall be done of <b>all the suppliers/firms</b> who are found <b>fulfilling/ qualifying</b> all the qualification and other terms and conditions as stated in <b>the prescribed application form / bid</b> documents after detailed scrutiny of the proposals submitted by them.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , and <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> . <b>Non-refundable tender.in processing fee of Rs. 2500/- (Rs. Two thousand five hundred only), in the form of demand draft in favour of MD, RISL payable at Jaipur, plus Non-refundable Bid document cost/application form fee of Rs.5900/- (Five thousand Nine hundred Only) inclusive of GST payable through DD only, in favour of GM, RSGSM., Jaipur and amount of empanelment bid security ₹52,00,000 ( Fifty two lacs only) in form of DD/BG/in favour of RSGM LTD payable at Jaipur.</b> Only these instruments are to be submitted in physical form. However their details and scanned copies

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	<p>are also to be uploaded on the <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website.</p> <p><b>The Bank Draft should be issued by the scheduled Bank.</b></p> <p>Above mentioned original instruments of tender processing fee, tender document fee and bid security as detailed above are to be scanned and uploaded on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website and thereafter shall be submitted personally or dropped in the Bid Box or deposited in the office of Dy. General Manager <b>RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD JAIPUR</b> before scheduled Time and date of submission of Bid i.e. <b>09.09.2024 at 06.00 PM</b>, failing which the bid shall be rejected. On the body of envelope containing the Bank Drafts and Tender ID Number should be mentioned clearly.</p>
Last date and time up to which Bids can be submitted/ uploaded on e-procurement website	<b>Upto 6.00 PM of 09.09.2024</b>
Time and date of opening of Technical Bid	<b>10.09.2024 of 03.00 PM</b>

2. The complete bidding document including the conditions of contract, evaluation and qualification criteria, bidding forms, procedure of bidding etc. can be seen and downloaded from the website of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), State Public Procurement Portal, <http://sppp.rajasthan.gov.in>. The price of bidding document, bid security, the scan copy of these documents along with signed document of the bid must be uploaded on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
3. The original Demand draft in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the bid box or by post in sealed envelopes deposited in the office **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD** upto last time and date of bid submission, failing which the bid shall be rejected. **Bank Draft number is to be filled in appropriate columns.**
4. **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD** is not bound to accept the successful bid and may reject any or all bids without assigning any reason thereof.

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5. Bidders shall have to submit self-attested and clear photocopies of all the relevant documents, submitted by them in the bid viz GST registration and the Permanent Account Number (PAN) of Income Tax etc., **as may be prescribed in the application form.**
6. **The NIB is only for empanelment of bidders.**
7. Information of registration/empanelment shall be communicated to all participating bidders on the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), <http://sppp.rajasthan.gov.in> Please note that individual bidder will be intimated through their E-Mail address mentioned by them.
8. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act, 2012 and Rules, 2013 made there under.

**Note :** If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following any query or any other information, the same will also be uploaded on the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), and SPPP Portal <http://sppp.rajasthan.gov.in>. It will not be intimated to individual bidder. In case any inconvenience is felt, please contact over telephone number i.e. 0141-2740841 Fax :0141-2740676 or queries may be e-mailed on address [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in) upto 11.00 PM dated 14.08.2024

Dy. General Manager (Purchase)

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## **BID SUBMISSION LETTER**

(Declaration Form cum Check List)

To,  
Dy. General Manager (Purchase)  
RSGSM,  
3<sup>rd</sup> Floor,  
CoERRA,  
Near Aranya Bhawan,  
Jhalana Dungari- 302004  
Rajasthan

Subject:- Regarding bid submission for NIB.....

I/We..... (Name, Designation and Address of Bidder)..... having our office at..... (Address of bidder)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by RAJASTHAN STATE GANGANAGAR SUGAR MILLS, JAIPUR, Rajasthan for empanelment as a supplier, for supply of ENA and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this empanelment bid in the capacity of .....(Manufacturer/exporter)..... I/We enclose valid Manufacturing license for Manufacturer/Registration of SSI Unit. Declaration enclosed.

I/We enclose the following documents as per details given below: -

S. No.	Item	Particular (Yes/No)	Page No.
1	Cost of bidding documents, Bid security, bid processing fees (Bank Draft) physically being submitted as per bid data sheet.		
2	Bid Submission Letter in Pursuance and Acceptance of RSGSM prescribed terms & conditions (Tech-1)		
3	Declaration by bidder regarding empanelled supplier of ENA with RSGSM (Tech-2)		
4	Bidders Organisation Details (Tech-2)		
5	Bidder's Details (Tech-3)		
6	Bidders legal entity, copy of valid registration certificates.		
7	Average annual turnover of last three financial years along with CA certificate with registration number, seal and UDIN number of C.A. To be submitted in (Tech-3(i))		
8	GST registration certificate or copy of return online submission report. PAN Number		
9	Cancelled cheque of Bank Account given for RTGS details.		
10	All documents scanned and uploaded as per numbering.		
11	Declaration regarding Manufacturer/EXPORTER (Tech-3(ii))		
12	Declaration by the bidder in compliance of Section 7 & 11 of the Act (Tech-4)		
13	Bidders Authorization Certificate (Tech-5), if applicable		

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.



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## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA)/Board Resolution from the competent authority of the respective Bidding firm / company.
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, proposal or quotation
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Director Incharge, RSGSM Ltd., Jaipur in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>RSGSML</b>	RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD, JAIPUR
<b>Empanelment Period</b>	The Empanelment shall remain valid for one year from the date of issuance of Empanelment Letter which can be further extended for a period of one year.
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	Extra Neutral alcohol (ENA)
<b>NIB</b>	Notice Inviting Bid (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes request for proposal)
<b>INR</b>	Indian Rupee
<b>BIS</b>	Bureau of Indian Standards
<b>ISO</b>	International Organisation for Standardisation
<b>ITB</b>	Instruction to Bidders

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<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement/ Purchase Committee
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>PS</b>	Performance Security
<b>Purchaser/ Bidding Authority/ Procuring Entity</b>	Person or entity that is a recipient of a goods, a seller (bidder) under a purchase order or contract of sale. Also called buyer, RSGSM in this bidding document.
<b>GST</b>	Goods and Service Tax
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>E-Procurement Portal</b>	<a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>GSTIN</b>	Goods & Service Tax Indication Number
<b>PO</b>	Purchase Order

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## **OBJECTIVE OF EMPANELMENT OF BIDDERS**

### **INVITATION OF APPLICATION FOR EMPANELMENT OF BIDDERS FOR SUPPLY OF E.N.A.(GRAIN BASED) AS PER I.S. SPECIFICATION TO REDUCTION CENTERS OF RSGSM LOCATED AT DIFFERENT PLACES IN RAJASTHAN**

RSGSM will prepare a panel of bidders for procurement of ENA which is required frequently to various Reduction Centres. The list of empanelled bidders/suppliers shall be valid for a period of one year which may further be extended for another one year.

The empanelled bidders/suppliers can only participate in the financial bid held at periodical intervals, every fortnightly/monthly or as per requirement, for supply of ENA to various **Reduction Centres**.

The financial bid for ENA for each RC at aforesaid period shall be invited from the empanelled bidders. The invitation proposal of financial bid shall be published on the State Public Procurement Portal, e-Procurement Portal and proposal shall also be sent to empanelled bidders/suppliers through email. The financial bid will be invited from empanelled suppliers/bidders only through e-Procurement i.e. [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) or any other govt. portal as decided by state Govt. The lowest bid rates and quantities offered thereto as announced at the time of bid opening are deemed to be contractual rates for supply of ENA to those RC, irrespective of whether the party deputed its representative to the bid opening or not.

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## SECTION-I Instruction to Bidders

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

S. No.	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	Bid/application form a) The Bid/Bid / Application Form shall be commenced from the date of publication of Notice Inviting Bid/Bid for empanelment shall be placed on the e-Procurement Portal & State Public Procurement Portal. The prospective bidder shall download the bidding document from the website. b) Go through the terms and conditions, other documents carefully and meticulously. c) It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates is maintained up to bid opening & that your documents are not put to any misuse.
		1.1.3	“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the <b>ENA to RSGSML., Jaipur under the contract.</b>
		1.1.4	“Bidding Document means this entire document consisting of Notice Inviting Bids and I to VII Sections made available to the Bidders by RSGSML., Jaipur for selection of the successful Bidder/Tenderer.
		1.1.5	<b>'Completion'</b> Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
		1.1.6	“Contract” means the Contract which shall be signed by

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			RSGSML, Jaipur with the selected successful Bidder/Tenderer and all its attached documents and the appendices.
		1.1.7	" <b>Contract Documents</b> " Means the documents listed in the Agreement, including any amendments thereto.
		1.1.8	" <b>Contract Price/Rate</b> " Means the price payable to the supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract/Statutory deductions.
		1.1.9	" <b>Client/ Rajasthan Cooperative Dairy Federation Ltd., Jaipur</b> " means the self-governed society formed by Government of Rajasthan and registered under the Rajasthan Cooperative Societies Act, 1965. The selected Bidder/Tenderer will sign the Contract with Rajasthan Cooperative Dairy Federation Ltd., Jaipur for the procurement of Goods.
		1.1.10	" <b>Consignee</b> " Means the receiver of the stores as mentioned in supply order.
		1.1.11	" <b>Day</b> " means a calendar day.
		1.1.12	" <b>Delivery</b> " Means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract.
		1.1.13	" <b>Government/ GOR</b> " means the Government of Rajasthan.
		1.1.14	" <b>GCC</b> " Means the General Conditions of Contract and " <b>SCC</b> " Means the Special Conditions of Contract".
		1.1.15	" <b>DIC, RSGSML., Jaipur</b> " means the executive head of RSGSML, Jaipur.
		1.1.16	" <b>Instructions to Bidders (ITB)</b> ", " <b>Bid Data Sheet (BDS)</b> " are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.
		1.1.17	" <b>LOI/ LOA</b> " means the Letter of Intent/ Acceptance which will be sent by RSGSML, Jaipur to the selected successful Bidder/Tenderer.
		1.1.18	" <b>Personnel</b> " means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.
		1.1.19	" <b>Procuring Entity</b> " Means Dy. GM (Purchase), RSGSML
		1.1.20	" <b>Bid/Proposal</b> " means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder/Tenderer.
		1.1.21	" <b>Rules</b> " means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.22	" <b>Supplier</b> " Means the natural person, private or government entity, or a combination of the above, whose Bid to perform the contract has been accepted by the Procuring Entity and is

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			named as such in the Agreement, and includes the legal successors or permitted assignees of the supplier.
		1.1.23	“Goods” means the tasks to be performed by the selected Bidder/Tenderer within the Contract period.
		1.1.24	Terms not defined here shall have the same meaning as given to them in the Act.
2.1	Scope of Bid	2.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) RAJASTHAN STATE GANGANAGAR SUGAR MILLS, JAIPUR issues this Bidding Document for the supply of Goods/ equipment and Related Services incidental there to as specified in Schedule of Supply.
		2.1.2	Throughout this Bidding Document: i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch; ii. If the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day.
2.2	Source of Funds	2.2.1	The expenditure for procurement of Goods/ equipment and Related Services will be met by the provisions/ resources of RAJASTHAN STATE GANGANAGAR SUGAR MILLS , JAIPUR (Procuring Entity).
2.3	Code of Integrity	2.3.1	Any person participating in the 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 behaviour 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;

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			<p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p>
	Conflict of Interest	2.3.2	<p>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.</p> <p>i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <p>a. Have controlling partner(s)/shareholder(s) in common; or</p> <p>b. Receive or have received <b>any direct or</b> indirect subsidy from any of them; or</p> <p>c. Have the same legal representative for purposes of this Bid; or</p> <p>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 this bidding process; or</p> <p>e. the Bidder participates in more than one Bid in this 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</p> <p>f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are the subject of the Bid; or</p> <p>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.</p>
			<p>ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.</p>



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	Breach of Code of Integrity by the Bidder:	2.3.3	Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
2.4	Eligible Bidders	2.4.1	As specified in the Act and Rajasthan Transparency in Public Procurement Rules.
		2.4.2	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		2.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		2.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - a) any Procuring Entity, if debarred by the State Government; and b) a Procuring Entity if debarred by such procuring Entity.
3. Contents of Bidding Document			
3.1	Sections of the Bidding Document	3.1.1	The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to: Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Pre-qualification and Evaluation Criteria Section IV. Schedule of Supply Section V. Technical Specification and Inspection & Test Section VI. Bidding Forms Section VII (A). General Conditions of Contract (GCC) Section VII (B). Special Conditions of Contract (SCC) Section VIII. Contract Forms and Performance Security  The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.
		3.1.2	i. The Bidding Document shall be placed on the website of <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , State Public Procurement Portal <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> . The prospective Bidders shall be permitted to download the Bidding Document from the website and uploaded, as per



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			procedure laid down in the bidding document.
		3.1.3	The Procuring Entity is not responsible for the completeness of the bidding document and its addenda, if they were not downloaded correctly from the <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , Procuring Entity's website/ State Public Procurement Portal.
		3.1.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
3.2	Clarification of Bidding Document and Conference for Clarification	3.2.1	<i>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the document. The Procuring Entity will respond request for clarification in conference/meeting. If modification considered necessary, it shall be placed on the websites of e-Procurement and State Public Procurement Portal and shall be deemed as amendment of Bidding Document.</i>
		3.2.2	The Bidder or his authorized representative is invited to attend the Conference for clarification. The purpose of the Conference for clarification will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		3.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Conference for clarification.
		3.2.4	The response of the Conference for clarification will be placed on the e-Procurement and State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the above said Conference shall be made by the Procuring Entity exclusively through the issue of an addendum/corrigendum ( <i>part of Bidding Document</i> ).
		3.2.5	Non-attendance at the Conference for clarification will not be a cause for disqualification of a Bidder.
3.3	Amendment of	3.3.1	Any addendum issued shall be part of the Bidding Document

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	Bidding Document		and shall be communicated in writing through above said portals. It shall also be uploaded on the website of <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and State Public Procurement Portal for prospective bidders to download.
		3.3.2	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		3.3.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation by uploading it on the website of e-Procurement and State Public Procurement Portal and other portals.
4. Preparation of Bids			
4.1	Cost of Bidding	4.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language English and Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the English & Hindi languages.
4.3	Documents Comprising the Bid	4.3.1	The Bid shall comprise of two part/envelopes, one containing the Technical Bid for empanelment and the other the Financial or Price Bid at frequent intervals. Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.
4.4	Bid Submission Sheets and Price Schedules	4.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.

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		4.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Bidding Forms.
4.5	Alternative Bids	4.5.1	Alternative Bids shall not be considered.
4.6	Currencies of Bid.	4.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
4.7	Documents Establishing the Eligibility of the Bidder	4.7.1	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.
4.8	Documents Establishing the Eligibility of the Goods and Related Services	4.8.1	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid shall be submitted at the time of financial bid and bidder will use the prescribed forms included in Bidding Forms.
4.9	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document	4.9.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence ( <i>specifications, designs and drawings and conformance to BIS or other acceptable codes</i> ) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment thereof issued in accordance with Amendment of Bidding Document.
4.10	Documents Establishing the Qualifications of the Bidder	4.10.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	Period of Validity of Bids	4.11.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
		4.11.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security/Registration Money/Performance Security shall also be extended for a corresponding period. A Bidder granting the request shall not be required or

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			permitted to modify its Bid.
4.12	Bid Security/ Registration Money	4.12.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security/Registration Money in original form and in the amount and currency specified in the BDS.
		4.12.2	Bid Security/Registration Money shall be as specified in the Bid Data Sheet.
		4.12.3	The Bid Security/Registration Money may be given in the form of banker's cheque or bank demand draft or FDR, in specified format, of a Scheduled Bank in India.
		4.12.4	In lieu of Bid Security/Registration Money, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Bidding Forms.
		4.12.5	Bid Security/Registration Money instrument or cash receipt of Bid Security/Registration Money or a Bid securing declaration shall necessarily accompany the Bid/Application form for registration, as prescribed. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		4.12.6	Bid Security/Registration Money of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		4.12.7	The issuer of the Bid Security/Registration Money and the confirmer, if any, of the Bid Security/Registration Money, as well as the form and terms of the Bid Security/Registration Money, must be acceptable to the bidder.
		4.12.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security/Registration Money or of a proposed confirmer, if different than as specified. The Procuring Entity shall respond promptly to such a request.
		4.12.9	The FDR presented as Bid Security/Registration Money 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

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			from rejecting the Bid Security/Registration Money on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		4.12.10	The Bid Security/Registration Money of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security etc. by the successful Bidder.
		4.12.11	<p>The Bid Security/Registration Money taken from a Bidder shall be forfeited in the following cases, namely:-</p> <ol style="list-style-type: none"><li>1. when the Bidder withdraws or modifies his Bid after opening of Bids; or</li><li>2. when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or</li><li>3. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li><li>4. when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or</li><li>5. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or</li><li>6. if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.</li></ol>
		4.12.12	In case of the successful Bidder, the amount of Bid Security/ Registration Money 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. No interest will be paid by the Procuring Entity on the amount of Bid Security/ Performance Security.
4.13	Format and Signing of Bid	4.13.1	The Bidder shall submit the documents duly signed, stamped, name of the signing person, designation/capacity like partner, manager, director etc. are to be clearly mentioned.
<b>5. Submission and Opening of Bids</b>			
5.1	Sealing and Marking of Bids	5.1.1	Bidders shall submit their Registration Form electronically as specified on the E-Procurement/SPP Portal. Financial bid shall only be invited and submitted on e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .

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5.2	Deadline for Submission of Bids	5.2.1	Registration Form shall be submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof. Financial bid shall only be invited and submitted on e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .
5.3	Late Bids	5.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
5.4	Withdrawal, Substitution and Modification of Bids	5.4.1	Withdrawal, substitution and modification of bids shall be as given on the E-Procurement /SPP Portal and e-mail of RSGSM <a href="mailto:dgmpurchase.rsgsm@rajasthan.gov.in">dgmpurchase.rsgsm@rajasthan.gov.in</a> .
5.5	Bid Opening	5.5.1	Bid opening shall be as given on the <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , SPP Portal.
<b>6. Evaluation and Comparison of Bids</b>			
6.1	Confidentiality	6.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		6.1.2	Any attempt by a Bidder to influence the <i>Procuring Entity</i> in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the <i>Procuring Entity under the Act and the Rules</i> .
		6.1.3	Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		6.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
6.2	<b>Clarification of Technical or Financial Bids</b>	6.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Purchase Committee/Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		6.2.2	Any clarification submitted by a Bidder with regard to his



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			Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		6.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		6.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
6.3	Deviations, Reservations and Omissions in <b>Technical or Financial Bids</b>	6.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
6.4	Nonmaterial Nonconformities in <b>Technical or Financial Bids</b>	6.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity ( <i>with recorded reasons</i> ) in the Bid that do not constitute a material deviation, reservation or omission.
		6.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
6.5	Correction of Arithmetical Errors in Financial Bid	6.5.1	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

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			<p>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;</p> <p>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</p> <p>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.</p>
		6.5.2	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.
6.6	Preliminary Examination of <b>Technical or Financial Bids</b>	6.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided.
6.7	Responsiveness of Technical or Financial Bids	6.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
6.8	Examination of Terms and Conditions of the Technical or Financial Bids	6.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation.
6.9	Evaluation of Qualification of Bidders in Technical Bids	6.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. <b>Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder's qualification.</b>
6.10	Purchase Preference	6.10.1	Purchase Preference, if applicable, shall be given in accordance RTPP rules
6.11	Evaluation of Financial Bids	6.11.1	The Procuring Entity shall evaluate Financial Bid of empanelled bidder only.



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		6.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.
		6.11.3	<p>To evaluate a Financial Bid, the Procuring Entity shall consider the following:</p> <ul style="list-style-type: none"><li>i. the Bid Price quoted in the Financial Bid submitted in .XLS Sheet on e-procurement website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>;</li><li>ii. price adjustment for correction of arithmetical errors;</li><li>iii. price adjustment due to discounts offered, if permitted;</li><li>iv. price and/ or purchase preference in accordance with relevant clause/rules;</li><li>v. price adjustment due to application of all the evaluation criteria specified in Qualification and Evaluation Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.</li></ul>
		6.11.4	<ul style="list-style-type: none"><li>i. Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.</li></ul>
6.12	Comparison of Bids	6.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the qualified bid, in accordance with Evaluation of Technical/ Financial Bids.
6.13	Post qualification of the Bidder	6.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	Negotiations	6.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the conference for clarification stage. All clarifications needed to be sought shall be sought in the conference for clarification stage itself.
		6.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-

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			<p>i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or</p> <p>ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.</p>
		6.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		6.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of one day shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		6.14.5	<b>Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.</b>
		6.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		6.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
6.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	6.15.1	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 Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
<b>7. Award of Contract</b>			
7.1	Procuring Entity's Right to Vary Quantities	7.1.1	<b>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.</b>

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		7.1.2	Order for additional quantity may be placed on the rate and condition given in the contract. The value of the additional quantities may be up to 50% of the value of goods of the original contract at the rates and conditions given in the Contract. The delivery period of goods may be proportionately increased.
7.2	Dividing quantities among more than one Bidder at the time of award	7.2.1	<p>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. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.</p> <ol style="list-style-type: none"><li>1. The required quantity of ENA may be decided on quarterly/monthly basis and bidders will supply the required quantity as and when required for the bid period.</li><li>2. The Bid will be asked Reduction Centre cum Bottling Plant wise, which is currently 17, but may be changed in some of the cases. In case, the new RC cum Bottling plant is commenced, the order will be given to the supplier of concerned RC area</li><li>3. Order for supply &amp; permits shall be issued online on a SSO based dashboard, which will be provided on the portal of corporation and integrated with IEMS.</li><li>4. If the bidder fails to supply the required quantity in stipulated time, (which will be usually within 10 days, but may be extended up to 45 days if reasons as justified), Then this order will be given to the L-2 bidder of same RC-which has agreed to supply on the rate L-1, if there is no such bidder as L-2 then order may be given to any other bidder of same rate.</li><li>5. In exceptional cases, for preparation of RUM, Molasses based ENA May be required for which separate rates may be asked in the bid of concerned quarter.</li><li>6. Order for Supply of double distilled ENA may also be given to the successful bidders if required</li><li>7. Quantity of Single Malt spirit (1 or more year) may be also be asked.</li></ol>
7.3	Acceptance of the successful Bid and award of contract	7.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee/PC and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		7.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		7.3.3	A Bid shall be treated as successful only after the competent authority has

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			approved the procurement in terms of that Bid.
		7.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		7.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		7.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
7.4	Signing of Contract	7.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. Once, the agreement is signed and submitted to the RSGSM by the selected empanelled bidder, it will be treated as a validly executed contract for the entire empanelment period including the extended period for all the purchase orders issued by RSGSML.
		7.4.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security/Registration Money or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity may extend period or shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		7.4.3	The Bid Security/Registration Money and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security/Registration Money is obtained.
7.5	Performance Security	7.5.1	Performance Security/Registration Security Money shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.
		7.5.2	The amount of Performance Security shall be 5% of the value of the

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			ordered quantity in form of DD/Bankers cheque/RTGS in favour of General Manager, Rajasthan State Ganganagar Sugar Mills Ltd payable at Jaipur. The currency of Performance Security shall be Indian Rupees.
		7.5.3	Performance Security will be refunded after successful completion of contract.
		7.5.4	Performance Security furnished in the form of DD shall remain valid for a period of 3 months.
		7.5.5	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		7.5.6	<p>Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases :-</p> <ol style="list-style-type: none"><li>when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or</li><li>when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</li><li>when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or</li><li>when any terms and conditions of the contract is breached; or</li><li>Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</li><li>if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</li></ol>

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			Notice of reasonable time will be given in case of forfeiture of Performance Security/ Registration Security Money. The decision of the Procuring Entity in this regard shall be final.
8. Grievance Handling Procedure during Procurement Process (Appeals)			
8.1	Grievance Redressal	8.1.1	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure- I of ITB to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur.</p> <p>Second : Secretary, Finance(Budget) , Secretariat, Jaipur.</p>
8.2	Filing an appeal	8.2.1	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 there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.
		8.2.2	Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.
		8.2.3	Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.
8.3	Appeal not to lie in certain cases	8.3.1	<p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-</p> <ul style="list-style-type: none"><li>a) Determination of need of procurement;</li><li>b) Provisions limiting participation of Bidders in the Bid process;</li><li>c) The decision of whether or not to enter into negotiations;</li><li>d) Cancellation of a procurement process;</li></ul>



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			e) Applicability of the provisions of confidentiality.
8.4	Form of Appeal	8.4.1	An appeal shall be in the Annexure-I Form along with as many copies as there are respondents in the appeal. 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. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
8.5	Fee for filing appeal	8.5.1	<b>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> <b>B. The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.</b>
8.6	Procedure for disposal of appeals	8.6.1	1. 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.
		8.6.2	2. 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. 3. 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. 4. The order passed under sub-clause above shall be placed on the <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and State Public Procurement Portal.
8.8	<b>Stay of procurement</b>	8.8.1	While hearing of an appeal, the officer or authority hearing the appeal may, on an Bid / Application made in this behalf and

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	<b>proceedings</b>		after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
8.9	<b>Vexatious Appeals &amp; Complaints</b>	8.9.1	Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other applicant, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
8.10	<b>Offenses by Firms/ Companies</b>	8.10.1	<p>Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.</p> <p>Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.</p> <p>For the purpose of this section-</p> <p>"company" means a body corporate and includes a limited liability, partnership firm, registered society or co- operative society, trust or other association of individuals; and</p> <p>"director" in relation to a limited liability partnership or firm, means a partner in the firm.</p> <p>Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.</p>
9.1	<b>Debarment from Bid / Application</b>	9.1.1	<p>A. A applicant shall be debarred by the State Government if he has been convicted of an offence</p> <ol style="list-style-type: none"><li>under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or</li><li>under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in</li></ol>



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			<p>force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.</p> <p>B. A applicant debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.</p> <p>C. If a procuring entity finds that a applicant has breached the code of integrity prescribed in terms of “Code of Integrity for applicants” above, it may debar the applicant for a period not exceeding three years.</p> <p>D. Where the entire Processing Fee or the entire performance security or any substitute thereof, as the case may be, of a applicant has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the applicant may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.</p> <p>The State Government or a procuring entity, as the case may be, shall not debar a applicant under this section unless such applicant has been given a reasonable opportunity of being heard.</p>
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**FORM-1 - MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....

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

1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

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: <please specify>

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

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature

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# **SECTION-II**

# **BID DATA SHEET**

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## BID DATA SHEET

1	<b>The bid form/registration form is an application for empanelment of an applicant as a registered supplier for supply of ENA.</b>
1.1.1	The Procuring Entity :- Dy. General Manager (Purchase) Tel. No. : 0141-2740841 Fax : 0141-2740676 E-mail: <a href="mailto:dgmpurchase.rsgsm@rajasthan.gov.in">dgmpurchase.rsgsm@rajasthan.gov.in</a> Tel. 0141-2740841 Fax :0141-2740676 Email Id : dgmpurchase.rsgsm@rajasthan.gov.in
1.1.2	RSGSM shall invite two part bid – in the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of ENA that is required frequently for Reduction Centres.  In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid DIC, RSGSM or his representative shall award the contract/purchase order to the bidder whose offer has been determined to be the lowest.
1.1.3	The bidders are required to note that purchase orders shall be released by the RSGSML within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate and terms & conditions.
2	<b>Bidding Documents</b>
2.1.1	The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required contact Dy. General Manager (Purchase), Tel. No. : 0141-2740841 Fax : 0141-2740676, E-mail: <a href="mailto:dgmpurchase.rsgsm@rajasthan.gov.in">dgmpurchase.rsgsm@rajasthan.gov.in</a> Tel. 0141-2740841 Fax :0141-2740676
2.2.1	Clarification, if required may be sought through e-mail by the applicants/bidders before pre-bid meeting
3	<b>Preparation of Bids</b>
3.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
3.2.1	Bid is required to be submitted in two parts: - In the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of ENA i.e. required frequently for Reduction Centre i.e. called as technical bid and  In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited only from the empanelled bidders. After evaluation of financial bid DIC, RSGSML/ his representative shall award the contract to the bidder whose offer has been determined to be the lowest.
3.3.1	Cost of bidding document/ cost of application is <b>Rs.5900/- (five thousand nine hundred Only) inclusive of GST</b> and amount of empanelment (bid) security/Registration Money is Rs. 52,00,000/- (Rs. Fifty two lacs only) in form of DD in favour of GM, RSGSM Ltd. payable at Jaipur

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	<p>The Banker's cheque, DD should be issued by the scheduled Bank in India.</p> <p><b>In addition tender processing fee of Rs. 2500/- (Rs. Two thousand five hundred only),</b> in the form of demand draft in favour of MD, RISL payable at Jaipur is also to be submitted with empanelment bid.</p> <p>Further it may be noted that Bid processing fee through DD/ Banker's cheque of Rs. 2500/- (Rs. Two thousand five hundred only) (or as may be prescribed by the GOR/RISL) in favour of MD, RISL, Jaipur is required to be submitted every time whenever financial bid is invited from the empanelled bidder, prior to opening of the financial bid.</p> <p>The total registration money shall remain deposited with RSGSM till the registration of applicant is continued with RSGSML. This registration money shall be refundable subject to review of performance of the applicant/bidder. If the performance of bidder/registered empanelled supplier is not found satisfactory, the above said amount may be forfeited in full or part.</p> <p>Original instruments of tender processing fee, tender document fee and bid security as detailed above are to be scanned and uploaded on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website and thereafter shall be submitted personally or dropped in the Bid Box or deposited in the office of Dy. General Manager (Purchase), RSGSM, 3<sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004 <b>before scheduled Time and date of submission of Bid i.e. ...., failing which the bid shall be rejected. On the body of envelope containing the Bank Drafts and FDR, Tender ID Number should be mentioned clearly.</b></p>
3.4.1	<p>The bidder shall submit with the its technical bid on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website, the following documents:-</p> <ul style="list-style-type: none"><li>• Bid acceptance letter to be given on firm's letter head duly signed with seal in the format given at Tech-1 is to be scanned and uploaded/submitted.</li><li>• Bidders organization details to be given on the firm's letter head duly signed with seal in the format given at Tech-2 is to be scanned and uploaded.</li><li>• Bidders legal entity, copy of valid registration certificates, <b>two years' experience of supply of ENA,</b> cumulative audited financial turnover, CA certificate with registration number/UDIN No. and seal, GST registration certificate, PAN Card Number, cancelled cheque of Bank Account given for RTGS details scanned &amp; upload/submit in the format given at Tech-3, Tech-3(i) and Tech-3(ii).</li><li>• Declaration by the bidder in compliance of section 7 &amp; 11 of the Act be given on the firm's letter head duly signed with seal in the format given at Tech-4 is to be scanned and uploaded/submitted.</li><li>• Bidders Authorization Certificate to be given on the firm's letter head duly signed with seal in the format given at Tech-5 is to be scanned and uploaded/submitted.</li><li>• If bid security/registration money is being given in the form of DD and to be submitted.</li><li>• Bid Securing declaration given at Tech-6/to be submitted.</li><li>• Upload scanned copy of requisite, applicable, appropriate licences if required.</li></ul> <p>Note:- Photocopies of all documents being submitted with the technical bid should be self-attested.</p>

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3.5.1	In the second part as per monthly/quarterly requirement, the financial bid shall be invited from amongst the empanelled bidders. The bidder shall submit the financial bid in the prescribed format in XLS. Sheet or amended from time to time on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website.
3.6.1	Alternative bids are not permitted.
3.7.1	<b>The terms of quoted price are F.O.R. ENA inclusive of all expenses and applicable taxes and duties.</b>
3.7.2	F.O.R. rate for consignee ENA must be offered against the specified item as sought in the BOQ. Approval of rate will be for the item as a whole as specified in specifications. Change in the format of Financial bid by the bidder is not admissible.
3.7.3	<b>Any taxes as prevailing upto the last date of submission of bid must be included in the net F.O.R. Rate. These however should be shown separately in the invoice. In the event of any change in the tax by the Government (State or Central), the same will be considered for increase/ decrease over the net F.O.R. rates.</b>
3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
3.10.1	The empanelment (bid) security/registration money shall be required in form of DD or Bid Securing Declaration (as applicable).
<b>4</b>	<b>Submission and opening of bids</b>
4.1.1	The registration form shall be submitted electronically on the website of <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> . The financial bid shall be submitted by the bidders on the website of <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .
4.2.1	<b>The deadline of bid/application form submission is till 09.09.2024 up to 6.00 PM.</b>
<b>5</b>	<b>Evaluation and comparison of bids.</b>
5.1.1	Bid evaluation and comparison shall be as per bid documents.
5.1.2	<b>Preliminary Examination of Bids</b> The Bid / Application evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened Bid / Application form to assess the prima-facie responsiveness and ensure that the:- a. Bid / Application has been submitted on e-mail of RSGSM as per instructions provided in the Bid/ Application form; b. Bid / Application is accompanied by Bid/ Application form fee, empanelment (bid) security/ Registration money. c. Bid / Application is unconditional and the applicant has agreed to give the required performance security/registration money; and d. other conditions, as specified in the Bid / Application form are fulfilled.
5.1.3	<b>Determination of Responsiveness</b> The Bid / Application evaluation committee shall determine the responsiveness of a bid / application on the basis of Bid/ Application form and the provisions of pre-qualification/ eligibility criteria of the Bid/ Application form.  a. A responsive Bid / Application is one that meets the requirements of the Bid/ Application form without any material deviation, reservation, or omission where: -

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	<ul style="list-style-type: none"><li>i. “deviation” is a departure from the requirements specified in the Bid/ Application form;</li><li>ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid/ Application form; and</li><li>iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bid/ Application form.</li></ul> <p>b. A material deviation, reservation, or omission is one that,</p> <p>if accepted, shall:-</p> <ul style="list-style-type: none"><li>i. if rectified, shall unfairly affect the competitive position of other applicants presenting responsive Bid / Application form.</li></ul> <p>i. The Bid / Application evaluation committee shall examine the technical aspects of the Bid / Application in particular, to confirm that all requirements of Bid / Application form have been met without any material deviation, reservation or omission.</p> <p>c. The procuring entity shall regard an Bid / Application as responsive if it conforms to all requirements set out in the Bid / Application form, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bid / Application form, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid / Application.</p>
5.1.4	<b>Technical Evaluation Criteria</b> <ul style="list-style-type: none"><li>a. The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of bids. It shall examine the bid as per the pre-qualification &amp; documents submitted by the respective bidder.</li><li>b. A bidder shall be considered to be eligible, if it meets the requirements of the eligibility criteria given in chapter titled “Eligibility Criteria”.</li></ul>
5.1.5	<b>Validity of the Empanelment</b> <p>This Empanelment shall remain valid for a period of One (1) year from the date of issue of empanelment letter / agreement with the empanelled firm. However, the tenure of empanelment may be extended further for another One (1) year based on the performance of the firm.</p>
5.1.6	<b>Information and publication of award</b> <p>Information of the empanelled applicants post evaluation and selection, shall be communicated to all participating applicants and published on the respective website(s) as specified in Notice Inviting Bid for Empanelment.</p>
<b>6</b>	<b>Award of contract</b>
6.1.1	<p>In the first part bid/applications for empanelment of bidder by pre-qualification process for procurement of ENA.</p> <p>In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid DIC, RSGSML/his</p>

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	<p>representative shall award the contract to the bidder whose offer has been determined to be the lowest.</p> <p>Quantity can be divided among more than one bidders at the price and conditions of the lowest evaluated bid.</p> <p>RSGSML reserves the right to select one or more firms for supply of bid item(s) looking to the critical and vital nature, operational flexibility, consistent and regular supplies.</p>
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# **SECTION-III**

## **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

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## **PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

- 1) A bidder participating in the Empanelment Process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder shall be a Proprietorship firm registered under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A company registered under Indian Companies Act, 2013</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A company registered under the Limited Liability Partnership (LLP), Act, 2008</p> <p><b>BIDDER MUST BE APPROVED / EMPANNELED BY EXCISE DEPARTMENT OF STATE/ CENTRE FOR MANUFACTURING OR EXPORTING OF ENA.</b></p>	<p>Copy of valid Registration Certificates</p> <p>Copy of Certificates of incorporation</p> <p>Distillery License by the Excise Department. Consent to Operate certificate issued by SPCB</p>
2	Experience	<p>Bidder (Manufacturer/EXPORTER) should have two years' experience of MANUFACTURING OR SUPPLY OF ENA</p>	<p>Valid Certificate from a Chartered Accountant specifying the production value of the concerned period.</p> <p>Two Years' Experience Certificate of MANUFACTURING OR SUPPLY OF ENA. For which the bidder should enclose Supply orders/Invoices and certificates of satisfactory completion of supply</p>
3	Financial: Turnover	<p>The average annual Turnover for last three financial years should not be less than Rs.10 crore..</p> <p>The turnover shall be verified by the CA in practice on the basis of audited accounts only.</p>	<p>CA Certificate with CA's Registration Number/ Seal/Mob. No./UDIN Number etc</p>
4	Tax registration	<p>The bidder should have a registered number of</p> <p>i. GSTN</p> <p>ii. PAN number.</p>	<p>Copy of relevant certificates</p> <p>Copy of GST return online submission report enclosed.</p>

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		iii. GST online return submission report.	
5	Mandatory Undertaking	Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; not have a conflict of interest in the procurement in question as specified in the bidding document. Comply with the code of integrity as specified in the bidding document as per in RTPP Act 2012 and Rules 2013.	A Self Certified Self-Declaration
6		Other documents	The bidder will have to provide complete profile of the company/ organization including audited balance sheets details of plant & machinery, capacity utilization, supply and other details as per requirement of check list (technical bid).

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# **SECTION-IV**

## **Schedule of Supply**

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## SECTION-IV: SCHEDULE OF SUPPLY

Clause No.	Description
1	<b>List of goods and Delivery :</b>
1.1	ENA (Grain Based)
2.	<b>Delivery and completion schedule:</b>
2.1.1	Supply order will be placed by the production and supply section of RSGSM.. Excise permit shall also be provided by RSGSM for supply . The successful bidder will execute the orders within the period as specified in the permit of excise department.
2.1.2	Supplies are required to be made directly to the various REDUCTION CENTRE of RSGSM within specified time period .
2.2	Procuring entity's right to vary quantity:
2.2.1	The quantity of supply indicated in the bidding document may vary without any change in the prices and other terms and conditions of the bid and the conditions of contract.
2.2.2	If the RSGSM procures less than the quantity indicated in the bidding documents the bidder shall not be entitled to make any claim or compensation except otherwise provided in the conditions of contract.
2.2.3	If the Bidder fails to supply the RSGSM shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
2.2.4	<b>The empanelled firms are required to regularly participate in the Bids.</b>
	<ol style="list-style-type: none"><li>1. In case, if any quantity, full or part, against the ordered quantity, remains unsupplied, permit fee for import/transport of ENA with in the state paid by RSGSM shall be recovered from the supplier.</li><li>2. If tax is not applicable it should be mentioned specifically, otherwise quoted rates shall be considered as being inclusive of applicable tax.</li><li>3. <b><i>The bidder shall have to offer a minimum quantity of 3 lakhs B.L. of ENA as and when financial proposals/bid is solicited form the empanelled bidders. Since minimum required quantity of a Reduction Centre is 3.00lacs BL, so Offer for individual quantity less than 3 lacs B.L. for ENA shall not be considered.</i></b></li><li>4. The offered quantity of the bidder in this bid shall not include the quantity to be supplied under previous bid/contract, if any.</li><li>5. <b><u>Supply schedule :</u></b> Supply permits will be made available to the successful bidder from time to time in phased manner on fortnightly/monthly requirement basis and successful bidder shall have to strictly adhere it. <b>Note:</b> Successful bidder(s) shall have to intimate the capacity of tanker(s) within 3 days from the date of uploading of request for NOC by RSGSM.</li><li>6. In case of delay in supply, extension may be granted as per the provision of L.D. clause, to the extent of twice the original period of supply. In case of delay in supply beyond the supply period(i.e. three time) then the successful bidder may be debarred for future business transactions with the company for a period of up to three years as per the decision of by the Director In charge of the company.</li><li>7. <b><u>Mode of measurement:</u></b> In case of FOR supplies, the supplier shall deploy calibrated</li></ol>

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	<p>tankers, duly certified by competent government authorities in this regard. Each tanker should be accompanied with the dip rod and gauge chart duly certified, in absence of which, the tanker might not be unloaded.</p> <p>8. <b><u>Diversión</u></b>: Normally any tanker dispatched for a particular RC shall not be diverted to any other RC. In case of unavoidable circumstances if any tanker is diverted from one RC to another RC on merits of the case, successful bidder shall have to comply the same for which no extra payment shall be made.</p> <p>9. <b><u>Penalty</u></b>: Penalty from successful bidder for their unsupplied quantity for which permits have been issued shall be recovered @ 10% of value of unsupplied quantity and 18% GST thereon.</p> <p>10. <b><u>Bid Security</u></b> :-Amount of Rs 52.00 lacs to be deposited in favour of RSGSM, Jaipur (3,00,000 BL x 12x Rs 72 per BL = Rs 25.92 Cr @ 2 % = 51.84 lac)</p> <p>11. <b><u>PAYMENT</u></b>: 100% payment shall be made by head office through cheque/RTGS/ demand draft at party's cost to the successful bidder on receipt of verified bills showing quantity and quality of RS/ENA duly verified by respective reduction centres. Payment shall be made for the actual quantity received. Transit wastage will not be considered for payment. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.</p> <p>12. <b><u>Liability on account of excess wastage etc.</u></b>: All excise rules &amp; regulations and other regulations of the exporting state and/or Rajasthan Government, those are in force at time of delivery/supply of the ENA, shall be applicable on the supplier during the entire period of contract. If any liability arises on RSGSM, on account of excess wastage, loose strength of ENA on account of any violation of excise regulation and/or other Government regulation, the same will be borne by the bidder and it shall be responsibility of the bidder to indemnify the buyer (RSGSM) for those amounts or otherwise get it waived off from the appropriate authorities of concerned state. Bidder will not be paid for any transit wastage even for permissible wastage up to 0.2%.</p> <p>13. <b><u>Cancellation</u></b>: If the procuring entity (RSGSM) 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.</p> <p>14. <b><u>Force majeure clause</u></b>: If government imposes any restriction on the supply or there is condition beyond control of supplier viz natural disaster etc., matter shall be considered under force majeure clause.</p> <p>15. <b><u>Accidental losses</u></b>: In case of any loss faced by RSGSM due to accident of tanker and non-supply of ENA thereof, then bidder shall be responsible for such loss and shall have to compensate it.</p> <p>16. <b><u>Insurance</u></b>: Insurance of material in transit shall be arranged by the bidder at their own cost.</p> <p>17. <b><u>Tax deduction at source</u></b>: Income tax deduction, if applicable, will be made at source at the rates notified by the Central Government from time to time.</p> <p>18. <b><u>Forfeiture of security money</u></b>: Forfeiture of Security money in regards to ENA tankers in which ENA was not found conforming to IS-6613-2002 except specific condition in regard of strength of ENA as below:-</p> <p>(i) Rs. 2.50 lac + 18% GST from the performance security may be forfeited on default/default for first time in bid.</p> <p>(ii) Rs. 5.00 lac + 18% GST from the performance security may be</p>
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	<p>forfeited on the default/defaults by the same supplier firm for second time in the same rate contract.</p> <p>(iii) Rs.7.50 lac + 18% GST from the performance security may be forfeited on the default/defaults by the same supplier firm for third time in the same bid.</p> <p>(iv) Rs.10.00lac+ 18% GST from the performance security may be forfeited on the default/defaults by the same supplier firm for the fourth time in the same bid.</p> <p>19. Any duty, tax etc. paid at the time of purchase and charged from RSGSM if being held not to be payable is refunded then the same shall be refunded to RSGSM.</p> <p>20. The payments will be made without prejudice and under protest and refundable to the company in case the levy of the export fee is held to be void.</p> <p>21. In case of loss of production due to non-supply of ENA the actual loss accountable against idle manpower shall be recovered from such bidder.</p> <p>22. Company reserves the right to reject any bid without assigning any reason thereof.</p> <p>23. Execution of agreement- The bidder shall execute an agreement on a non-judicial stamp paper value of 500/- as prescribed by Rajasthan Govt.</p> <p>24. Income tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.</p> <p>25. ई.एन.ए. का रास्ता क्षति का प्रकरण जिसमें चोरी संबंधित अपराधिक प्रकरण अगर किसी सप्लायर के विरुद्ध दर्ज होगा तो उस प्रकरण में राशि रु 3 लाख + 18 प्रतिशत जीएसटी प्रति प्रकरण शास्ती के रूप में आरोपित कर वसूल की जावेगी।</p> <p>26. सेम्पल जॉच में रिजेक्ट हो जाने पर अनलोड टैंकर को वापस एक माह में न उठाने पर एक माह बाद रु0 1000/- + 18 प्रतिशत जीएसटी प्रतिदिन के हिसाब से संबंधित फर्म से डेमेरेज चार्ज वसूल किया जावेगा।</p> <p>27. प्रत्येक बार कर्यादेश के समय कर्यादेश की मात्रा एवं राशि का नियमानुसार 5 प्रतिशत कार्य सम्पादन प्रतिभुति राशि के रूप में जमा कराना होगा।</p> <p>28. No counter condition shall be accepted.</p> <p>29. <b><u>The instruction issues by the Excise Commissioner, Udaipur, Rajasthan regarding transportation of ENA and measurement as "annexure A-1" may be taken as part of the special terms and condition of bid document.</u></b></p> <p>30. राज्य में स्पिरिट के परिवहन के दौरान टैंकर चालकों द्वारा स्पिरिट का अवैध रूप से बेचान/खुद बुर्द करने की प्रवृत्ति पर रोकथाम हेतु कार्यालय आबकारी आयुक्त, राजस्थान उदयपुर द्वारा ई.सी. 110 के रूप में जो दिशा-निर्देश जारी किये हुए हैं, वे सभी यथावत् रूप से सफल बिडर के लिए प्रभावी रहेंगे।</p> <p>31. The special terms and conditions shall prevail upon where ever the same are in contradiction with the general terms and conditions. In case of dispute regarding interpretation of any terms and condition in the bid document, the same should be got clarified by the bidder before submitting the bid. Decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the bid document unless called for by written/ fax or other means shall not be entertained.</p> <p>32. Please read carefully and comply :- <b>Annexure A</b> :Compliance with the code of integrity and no conflict of interest <b>Annexure B</b> :Declaration by bidders regarding qualifications <b>Annexure C</b> :Grievance redressal during procurement process <b>Annexure D</b> :Additional conditions of</p>
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# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

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CIN:U15421RJ1945SGC000285

Tel: 0141-2740841, Web: [www.excise.rajasthan.gov.in](http://www.excise.rajasthan.gov.in)

Email: dgmpurchase.rsgsm@rajasthan.gov.in

## Schedule-IV(i)

### List of Reduction centre of RSGSM

S. No	Reduction centre
1.	Jhotwara (Jaipur)
2.	Sikar
3.	Jhunjhunu
4.	Ajmer
5.	Bhilwara
6.	Udaipur
7.	Mandore (Jodhpur)
8.	Sirohi
9.	Bharatpur
10.	Sawaimadhopur
11.	Alwar
12.	Dholpur
13.	Kota
14.	Bundicity
15.	Baran
16.	Hanumangarh
17.	Khara, (Bikaner)

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# **SECTION-V**

## **Technical**

### **Specifications and**

### **Inspection & Test**

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## Section-V

### 1. Specification of ENA (Grain Based) IS-6613-2002:

S N	Characteristic	Requirements
i.	Relative density at 20/20°C	0.806 92
ii.	Ethanol percent (v/v at 20°C), Min	96
iii.	Miscibility with water	Miscible
iv.	Acidity as acetic acid, g/100l, absolute alcohol, <i>Max</i>	1.5
v.	Residue on evaporation, g/100l, absolute alcohol, <i>Max</i>	1.5
vi.	Esters as CH <sub>3</sub> COOC <sub>2</sub> H <sub>5</sub> g/100 l, absolute alcohol, <i>Max</i>	1.3
vii.	Lead, g/100 l, absolute alcohol, <i>Max</i>	0.1
viii.	Methyl alcohol g/100 l of absolute alcohol, <i>Max</i>	50
ix.	Furfural	Not Detectable
x.	Aldehyde as acetaldehyde g/100 L, absolute alcohol, <i>Max</i>	0.000 5
xi.	Permanganate reaction time, in minutes, absolute alcohol, <i>Min</i>	30
xii.	Copper ( as Cu ), g/100 L, absolute alcohol, <i>Max</i>	0.002
xiii.	Higher alcohol as iso-amyl alcohol, g/100 l, absolute alcohol, <i>Max</i>	30

- The E.N.A.(GRAIN BASED)(grain based) to be supplied should conform to IS specification No. 6613-2002 (as amended from time to time). It should be fit for potable use and the strength of E.N.A.(GRAIN BASED)(Grain Based) IS-6613-2002 shall be minimum 68.24° OP. Certificate issued by Excise Official of exporting state to this effect as well as showing that the ENA(grain based) IS-6613-2002 conforming to IS-6613:2002 and if fit for human consumption shall be furnished with each consignment (Annexure 'I'). In case said certificate is not received along with each tanker, the tanker shall not be decanted (unloaded). In charge RC concerned shall keep all such annexure(s) "I" in their custody at RC level. Supply of ENA below IS specification will be rejected at suppliers risk & cost.
- First, the test will be done in Excise departmental/ RSGSM lab / NABL Lab and if ENA is found as per specification only then it will be accepted.
- Inspection of factory/ works of the bidder:** The RSGSM Ltd. will be free to carry out sudden inspection of the factory/ works of the bidder before opening their bid or during the supply contract without prior intimation. If the factory is found un-functional or the details of the plant and machinery if found otherwise than as mentioned in the bid, bid security/security deposit may be forfeited with 18% GST.
- Company reserves the right to conduct sudden/ random inspection of the supplied ENA to check the quality at reduction center or any place even after the final payment. If quality of supplied ENA are not found up to the mark, the

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rejected ENA can be returned as per excise rules at the level of company & the deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.

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# **SECTION-VI**

## **Bidding Forms**

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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## **(A) TECHNICAL BID FORMS**

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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**TECH - 1**

**BID SUBMISSION LETTER IN PURSUANCE AND ACCEPTANCE  
OF RSGSM PRESCRIBED TERMS & CONDITIONS**

**(To be given on the firm's letter head duly sealed & signed)**

To,  
**Dy. General Manager (Purchase),**  
RSGSM,  
3<sup>rd</sup> Floor, CoERRA,  
Near Aranya Bhawan,  
Jhalana Dungari- 302004

**Sub: Acceptance of RSGSM Prescribed Terms & Conditions of Bid.**

**NIB No. \_\_\_\_\_**

**Bid ID No. \_\_\_\_\_**

**Name of Bid : Empanelment of bidders for supply of ENA to various Reduction Centre of RSGSML.**

Dear Sir,

We, the undersigned, declare that:

1. I / We have downloaded the bid documents for the above mentioned bid which is for registration for supply of cattle feed raw materials.
2. I/ We have examined and have no reservations to the entire Bidding Document, including **modification and addenda** Addenda and I / We shall abide by the same.
3. I / We hereby unconditionally agree & accept the terms & conditions of above mentioned bidding document in its totality / entirety.
4. I/ We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery
5. I/ We are not participating as multiple Bidder in more than one Bid for supply of the subject Goods in this bidding process.
6. Our firm/or the firm authorizing us for the supply of subject goods has not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law.
7. I/ 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.



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8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
9. I/ We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.
10. In case any provisions of the bidding document are found violated or breached then procuring entity shall without prejudice to any other legal right or remedy be at liberty to reject this bid including the forfeiture of the full bid security amount absolutely.

**Yours Faithfully,**

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

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

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

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

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

Complete Address \_\_\_\_\_

Tel: \_\_\_\_\_ E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

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## Tech-2

### BIDDER'S ORGANIZATION DETAILS

(To be given on the firm's letter head duly sealed & signed)

FOR THE SUPPLY OF ENA

1.	Name & full address of Firm	
2.	Name of Contact Person with designation & his mobile numbers	
3.	Telephone No.	
4.	E-mail	
5.	Do you have any branch office	
6.	If yes, State Place, Address, Tel. No., Mobile Phone No. etc.	
7.	Whether the Firm is limited/proprietorship/partnership/public sector/co-operative sector undertaking with copies of supporting documents. (In case of partnership firm, whether the firm is registered with the Registrar of Firms, the copy of the Registration Certificate & name and addresses of partners alongwith partnership deed to be submitted). Copy of Certificate to be enclosed as per Tech-3.	
8.	In case the firm is Limited the copy of : Registration Certificate of the company to be submitted	
9.	PAN no. of proprietor/partnership firm /company etc.	
10.	GST No. & Date	
11.	Is the bidder a manufacturer, if yes, please mention the manufacturing licence no. and date and Udyog Aadhar No. & Date	
12.	Year wise audited turnover as per certificate given by the C.A.	
13.	Bid Submission Letter in Pursuance and Acceptance of RSGSM prescribed Terms & Conditions given in the enclosed format given at Tech-1. (Yes/No)	

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14.	Are you existing supplier with RSGSML. (i) Yes or (ii) No				
15.	Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).				
	Bank Name				
	Branch Name				
	RTGS / IFSC Code				
16.	Account Number				
	Information regarding current litigation / past debarment / black listing, if any.				
	Detail of Demand Draft's				
	Particular	Name of Bank and Branch	DD No.	Date	Amount (In Rs.)
17.	Cost of bidding documents inclusive of GST		DD No.		
	Registration		DD No.		
	Money details		DD No.		Amount

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## TECH-3

(To be given on the firm's letter head duly sealed & signed)

### BIDDER'S DETAILS

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder shall be a Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A company registered under Indian Companies Act, 2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR A company registered under the Limited Liability Partnership (LLP), Act, 2008 BIDDER MUST BE APPROVED / EMPANNELED BY EXCISE DEPARTMENT OF STATE/ CENTRE FOR MANUFACTURING OR EXPORTING OF ENA.	Copy of valid Registration Certificates  Copy of Certificates of incorporation        Distillery License by the Excise Department. Consent to Operate certificate issued by SPCB
2	Experience	Bidder (Manufacturer/EXPORTER) should have two years' experience of MANUFACTURING OR SUPPLY OF ENA	Valid Certificate from a Chartered Accountant specifying the production value of the concerned period.  Two Years' Experience Certificate of MANUFACTURING OR SUPPLY OF ENA. For which the bidder should enclose Supply orders/Invoices and certificates of satisfactory completion of supply
3	Financial: Turnover	The average annual Turnover for last three financial years should not be less than Rs.10 crore.. The turnover shall be verified by the CA in practice on the basis of audited accounts only.	CA Certificate with CA's Registration Number/ Seal/Mob. No./UDIN Number etc
4	Tax registration	The bidder should have a registered number of i. GSTN ii. PAN number. iii. GST online return submission report.	Copy of relevant certificates Copy of GST return online submission report enclosed.
5	Mandatory Undertaking	Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; not have a conflict of interest in the procurement in question as specified in the bidding document. Comply with the code of integrity as specified in the bidding document as per in RTPP Act 2012 and Rules 2013.	A Self Certified Self-Declaration
6		Other documents	The bidder will have to provide complete profile of the company/ organization including audited balance sheets details of plant & machinery, capacity utilization, supply and other details as per requirement of check list (technical bid).

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## TECH-3 (i)

**(To be given on the firm's letter head duly sealed & signed)**

### **Annual turn over statement**

The average Annual Turnover of M/s.....(*Name of Firm*)..... and address ..... for the past three years are given below and certified that the statement is true and correct. The turnover is based on audited account of M/s

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2021-22	-
2.	2022-23	-
3.	2023-24	-
Total		- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal  
Chartered Accountant  
(Name & Address.)

Reg. No.  
Tel. No.  
Mob. No.  
UDIN No.

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**TECH-3 (ii)**

**(To be given on the firm's letter head duly sealed & signed)**

I/We declare that I am/We are bonafide.....(manufacturer/exporter) in the Goods for which I/We have bid.

I/We a legally constituted firm/body.....(*Name of Firm/Company with address*)..... and represented by Mr.....(*Name of Bidder/Sole proprietor/CMD/Chairman*)..... declare that I am/ we are .....(manufacturer/exporter) in the Goods for which I/We have Bid.

**If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Registration Money and/or Performance Security may be forfeited in full and the bid if any to the extent accepted may be cancelled. In case any information given by undersigned is found false, fabricated, untrue unfounded the RSGSM shall be free to take action as per law of land including instituting criminal proceeding in accordance with provision contained under Indian Penal Code, Code of Criminal Procedure in addition to the other remedies available to the RSGSM as per law and that I/we would have no claims whatsoever against RSGSM.**

**Signature of the bidder with seal**

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## **TECH - 4**

**(To be given on the firm's letter head duly sealed & signed)**

### **Declaration by the Bidder in compliance of Section 7 & 11 of the Act**

#### **Declaration by the Bidder**

This is in relation to our Bid/application for registration as a bidder for supply of ENA, submitted to Dy. General Manager (Purchase), Jaipur, Rajasthan. In response to their Bid/Bid No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the RSGSML.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder/Bidder

Place:

Name :

Designation:

Address:



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**TECH – 5**

**(To be given on the firm's letter head duly sealed & signed)**

**BIDDER'S AUTHORIZATION CERTIFICATE**

To,

{Procuring entity},

\_\_\_\_\_,  
\_\_\_\_\_

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

Verified Signature:

**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

**Regd. Office: 3<sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004**

**CIN:U15421RJ1945SGC000285**

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**Email: dgmpurchase.rsgsm@rajasthan.gov.in**

## ***(B) FINANCIAL BID FORM***

**Financial bid shall be invited from amongst the Empanelled bidders: -** DIC, RSGSM shall invite in the second part as per requirement of monthly/quarterly ENA in the form of .XLS Sheet. After evaluation of financial bid DIC, RSGSM shall award the contract to the bidder whose offer has been determined to be the lowest/ most advantageous to RSGSML.

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**SECTION –VII (A)**  
**GENERAL CONDITIONS OF**  
**CONTRACT (GCC):**

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## **GENERAL TERMS AND CONDITIONS OF CONTRACT:**

### **A. REGISTRATION:**

1. Only such firms having financial turnover, PAN and GST registration and qualification prescribed in the respective section of this registration form shall be eligible for registration.
2. Bid/application for registered empanelment are not as per qualification and evaluation criteria mentioned in the technical bid shall be liable to be rejected.
3. Bid/application for registered empanelment must be duly filled and its contents are to be verified as true and correct. All documents of bid duly signed, scanned and uploaded.
4. Financial bid shall be invited from the Empanelled bidders:- GM, RSGSM shall invite in the second part as per requirement of fortnightly/monthly/weekly cattle feed raw materials in the form of .XLS Sheet. After evaluation of financial bid GM, RSGSM or his representative shall award the contract to the bidder whose offer has been determined to be the lowest/most advantageous to RSGSM.
5. The registered empanelled suppliers/firms are not permitted to state their own terms and conditions other than or in addition to **the terms and conditions** mentioned in the registered empanelled bid or in the fortnight financial bid. In case any additional terms are mentioned or the prescribed term is altered or varied by the empanelled bidder, at any place of the bid, the same shall be completely ignored and deemed to be non-existing while registered empanelment bid or in the fortnight financial bid.
6. The registered empanelled bidder shall not assign or sublet supply contract or any part thereof to other agency.
7. The approved registered empanelled bidder shall be deemed to have carefully read the terms and conditions including specifications & quality rebate etc. as given in the registered empanelment bid and no relaxation shall be permitted on account of ignorance/ambiguity etc.
8. The registered empanelled bidder shall not be entitled to claim any interest from RSGSM on the amount of Bid Security / Performance Security/Registration Money on or on any other disputed payments lying at RSGSM level if any from time to time.
9. Five sets of specimen signatures of Proprietor/Chief Executive of tendering institution duly attested by Banker may also be enclosed alongwith duly completed Registration Form. The signatures of authorised representative, if any, are to be duly attested, by the Proprietor/Chief Executive of tendering institution. Here in it may please be noted that one person can represent only one firm in any or all capacities.
10. RSGSM also reserves the right as per provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013, to

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punish, debarment from bidding, suspend/cancel the registration of registered empanelled bidder/supplier, if the performance of registered empanelled bidder with respect to quality and time of supplies etc. is found unsatisfactory and forfeit the Bid Security / Performance Security/ to recovering other due amounts in any other way including legal recourse. The RSGSM can also debar/black list such firms debarring it from entering into any other contract with RSGSM.

11. Identity of registered empanelled bidder/supplier will be recognised as manufacturer/Exporter.
12. Quality conditions and specifications & rebate schedule given in technical bid Section-V(i) to V(v) of Section V shall be treated as part and parcel of terms and conditions for registered empanelled bidder.
13. RSGSM will not consider the registered empanelled bid/application of such bidder who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/ executives/ proprietors/ partners of another already debarred/ censured/ black listed firms in one or the other capacity.
14. RSGSM reserves the right to have all time free access for the inspection of the godown and or works and or office premises of the registered empanelled bidder before or after the registered empanelment without giving any notice.
15. Once the registered empanelled bid is duly signed and completed by the bidder/ applicant followed by acceptance of registered empanelment by the RSGSM it will be treated as a validly executed agreement for all purposes between the two parties. Acceptance of the offer by RSGSM and its intimation to the bidder shall be treated as valid and legal contract between RSGSM and suppliers without further necessity to execute separate agreement.
16. G.M., RSGSM reserves the right to reject/ accept any bid/ application made for the registered empanelment or any fortnight/monthly/weekly financial bid submitted by the registered empanelled bidder partially or fully without assigning any reason what so ever.
17. Financial bid shall be invited from the **empanelled bidders** in the second part as per requirement of monthly/Quarterly requirement of cattle feed raw materials in the form of .XLS Sheet at the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) as specified in bid proposal. Second part financial bid proposal will also be published on SPPP Portal, website [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) and RSGSM website [www.sarasmilkfed.rajasthan.gov.in](http://www.sarasmilkfed.rajasthan.gov.in).
18. The rates must be entered in the prescribed .XLS Sheet at the time of submission of financial bid only. The rate **to be entered** should be in words as well as in figures. In case of any difference in words and figures is found the rate which is advantageous to RSGSM shall be considered.

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19. Although the rates of all ENA covered under the RSGSM standing list as per bid document shall be taken on each quarterly/monthly basis from the registered empanelled bidder, however, RSGSM shall be free to choose any one of them for approval of rates according to its least cost formula and other needs.
20. Under contingencies the RSGSM with permission of GM, RSGSM will have power to cancel the order, decrease the quantity and amend the supply schedule without entertaining any claim of damages or loss from the bidder/supplier concerned, looking to the storage position, demand, supply & marketing trends etc. on the recommendation of local committee comprising of the Incharge Store, Incharge Accounts, Incharge Plant, by recording the relevant facts. It shall be binding on the Manager CFP, to issue a self speaking order in this regard.
21. RSGSM also reserves the right to accept or reject any or all offer of rates completely or in part without assigning any reasons whatsoever.
22. RSGSM also reserves the right to repudiate the fortnightly/weekly/monthly approval of rates or fortnightly/5 days/weekly/monthly purchases order at any time if supplies are not received with full satisfaction in accordance with the specifications or given time schedule etc. and make good the requirement from alternative sources if necessary at the risk and cost of approved supplier.
23. Normally the announcement of the approved rates shall generally be communicated to the suppliers on e-proc website/ e-mail or any other portal as decided by state government to bidders. Purchase Order sent to the approved supplier at its address by e-mail/Registered Post shall be deemed to have been duly served on the supplier notwithstanding that the purchase order may not in fact have been delivered to the supplier. All terms & conditions contained herein shall apply in full force and measure to such purchase order placed.

Signed and Seal affixed in token acceptance of all above terms and conditions unconditionally.

Signature  
Name  
In the capacity of  
Firm

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# **SECTION-VII**

## **Contract Forms and Performance Security**



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

4. Now these Presents witness:

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

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No.\_\_\_\_\_ dated\_\_\_\_\_ and also appended to this agreement will be

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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 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 :**

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- (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.

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.

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Annexure –A

## ENA Consumption from 2021-22 to 2023-24

S.No	Name of R/c	2021-22	2022-23	Figures in BL 2023-24
		ENA Consumption	ENA Consumption	ENA Consumption
1	AJMER	2440900.28	2024372.553	2003620.78
2	BHILWARA	1104772.562	1497455.219	1708515.041
3	Premier Alcobev (AJMER Pvt. R.C. CLOSED)	944778.9268	0	0
4	Suraj Industries (AJMER Pvt. R.C. CLOSED)	2295729.596	1534672.194	1595443.571
5	ALWAR	940526.5036	929563.8525	990104.1615
6	BHARATPUR	1454903.536	1343848.733	1471431.66
7	DHOLPUR	673532.2158	699574.7931	706950.9039
8	SAWAIMADHOPUR	1140490	943739.7984	1125339.98
9	JAIPUR CITY	4643985.959	4272848.42	4314668.975
10	JHUNJHUNU	1679260.401	2030299.152	1966929.782
11	SIKAR	1563037.014	1608274.268	1554199.231
12	JODHPUR EAST(MANDORE)	3345745.655	2959192.93	2786769.679
13	RANI	574129.5207	0	0
14	SIROHI	1218814.389	1476918.304	1418564.049
15	BARAN	880213.4042	937401.3616	871338.1908
16	BUNDICITY	661891.5012	811134.9794	878952.0859
17	KOTA	2525380.305	2325034.968	2545629.856
18	BIKANER	1889512.707	1651846.213	2090173.305
19	HANUMANGARH	3045368.615	3186088.935	3505872.56
20	UDAIPUR(R.C.)	2282660.146	2375938.211	2467805.326
Grand Total :		35305633.24	32608204.88	34002309.14

Vishu  
06.08.24