



**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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

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

**CIN:U15421RJ1945SGC000285**

## **Notice Inviting e-Bid**

**FOR TAKING UP FRANCHISEE OF ROYAL HERITAGE LIQUEUR  
(RHL) FOR INDIA AND ABROAD**

***(A PRODUCT OF RAJASTHAN STATE GANGANAGAR SUGAR MILLS)***  
**FOR THREE YEARS**

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

**Part I**

**TECHNICAL BID**

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

**NIB. NO. RSGSM/FRANCHISEE/OCB/2022-23/ PUR/69**

**Dated 31.03.2023**

<b>Pre-bid meeting</b>	<b>:</b>	<b>On 10.04.2023 at 11.00 am</b>
<b>Bid submission start date</b>	<b>:</b>	<b>From 18.04.2023 at 11.00 am</b>
<b>Last date/ time of download of bid form</b>	<b>:</b>	<b>Till 03.05.2023 up to 6.00 pm</b>
<b>Last date/ time of upload of the bid</b>	<b>:</b>	<b>Till 03.05.2023 up to 6.00 pm</b>
<b>Date and time of opening of the bid</b>	<b>:</b>	<b>On 04.05.2023 at 03.30 pm</b>
<b>Date and time of opening of the financial bid</b>	<b>:</b>	<b>To be intimated through eproc automated messaging system</b>
<b>Price of bid document</b>	<b>:</b>	<b>Rs. 5900/- including GST</b>
<b>Price of e- bidding process fee</b>	<b>:</b>	<b>Rs. 2000/-</b>

# Rajasthan State Ganganagar Sugar Mills Ltd.

NIB. NO. RSGSM/FRANCHISEE/OCB/2022-23/ PUR/69

Dated 31.03.2023

## NOTICE INVITING BIDS

Online unconditional bids are invited FOR TAKING UP FRANCHISEE OF ROYAL HERITAGE LIQUEUR (RHL)

(A PRODUCT OF RAJASTHAN STATE GANGANAGAR SUGAR MILLS)

FOR INDIA AND ABROAD up to 6.00 pm dated on 03.05.2023 as listed below :-

S. no.	Name of article	Specifications	Validity period of bids
1.	Bids are invited FOR TAKING UP FRANCHISEE OF ROYAL HERITAGE LIQUEUR (RHL). (A PRODUCT OF RAJASTHAN STATE GANGANAGAR SUGAR MILLS) FOR INDIA AND ABROAD FOR THREE YEARS	As per given in bid document	90 days

1. Bidding document can be seen at website <http://www.excise.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>. Bid form may be also seen and downloaded from website <http://eproc.rajasthan.gov.in>. The price of bidding document may be paid along with user charges/processing fee before at the time of submission of the bid.

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

क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर्स के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।

ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।

ग इलेक्ट्रॉनिक बिड प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्र के साथ अटैच कर दी गयी है।

घ कोई भी बिड इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।

ड बिड प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।

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

छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्यूरमेन्ट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।

# Rajasthan State Ganganagar Sugar Mills Ltd.

- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधन/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 5900 मय जीएसटी (RSGSMLtd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 2000 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक, बोली प्रतिभूति घोषणा (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) एवं एनेक्सर 'बी' (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक अनिवार्य रूप से क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Ltd.

NIB. NO. RSGSM/FRANCHISEE/OCB/2022-23/ PUR/69

Dated – 31.03.2023

## **NOTICE INVITING BID**

Bids are invited **FOR TAKING UP FRANCHISEE OF ROYAL HERITAGE LIQUEUR (RHL)**

*(A PRODUCT OF RAJASTHAN STATE GANGANAGAR SUGAR MILLS)*

**FOR INDIA AND ABROAD** are invited from interested bidders up to **6.00 PM on 03.05.2023**. Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://rajexcise.gov.in/>, departmental website.

(UBN: .....)

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Ltd.

<b>Instructions to bidders:</b>		
1.	NIB No.	<b>RSGSM/FRANCHISEE/OCB/2022-23/ PUR/69</b>
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	<b>FRANCHISEE OF ROYAL HERITAGE LIQUEUR</b>
4.	(i) The price of the Bidding Document	Rs. 5900/- Including GST by way of demand draft/banker's cheque/online in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	(ii) e - bid Processing Fees	Rs. 2000/- by way of demand draft/banker's cheque/online in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For <b>clarification purposes</b> only)	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email Id: DGMPURCHASE.RSGSM@RAJASTHAN.GOV.IN
6.	The Pre-Bid Meeting	On <b>10.04.2023</b> at 11.00 AM
7.	The language of the Bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As Detailed in technical bid check list
9.	Bid validity period	90 days from the opening of technical bids
10.	Bid Security	Bid Security of Rs. 3.00 lacs should reach at Head office, Jaipur up to 6.00 PM on <b>03.05.2023</b> .
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm.
12.	Downloading of Bids	From Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 6.00 PM on <b>03.05.2023</b>
13.	Submission of Bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Up to 6.00 PM on <b>03.05.2023</b> . Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of Bids (a) Technical Bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at <b>03.30 PM</b> on <b>04.05.2023</b> (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )
	(Financial Bid)	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of Agreement	Within 15 days from the date of issue of letter of acceptance (LOA).

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16.	Work Performance Security	2.5% / 5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LoA)/ at the time of execution of agreement.
17.	<i>Appellate Authority</i>	<b>First:</b> Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. <b>Second:</b> 1. Secretary Finance (Budget) 2. Commissioner, Agriculture

I/ We \_\_\_\_\_ (*Name of the bidder*) in the capacity of

(Designation) as bidder have read the instructions, NIB and all the terms and conditions of Bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof. Details of the bidding firm/company are as below:

Name of Firm/Company/Individual : \_\_\_\_\_

Office Address (with pin code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

Factory Address (with pin code) : \_\_\_\_\_

: \_\_\_\_\_

: \_\_\_\_\_

**Telephone Nos.** : \_\_\_\_\_

Office : \_\_\_\_\_

Residence : \_\_\_\_\_

Factory : \_\_\_\_\_

Fax (with STD code) : \_\_\_\_\_

E- Mail ID : \_\_\_\_\_

Mobile : \_\_\_\_\_

Website if any : \_\_\_\_\_

## Statuary Details

GSTIN : \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Ltd.

PAN : \_\_\_\_\_

Bid Processing Fee DD/BC No. & Amount : \_\_\_\_\_

Bid Fee DD/BC No. & Amount : \_\_\_\_\_

Bid Security detail : \_\_\_\_\_

Details of Bank Account of the Bidder

Bank Name and branch address : \_\_\_\_\_

Bank Account No : \_\_\_\_\_

Bank IFSC/MICR Code : \_\_\_\_\_

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

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

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

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

## **Special Terms and Conditions**

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

M/s. Rajasthan State Ganganagar Sugar Mills Ltd. one of the oldest State Undertaking in the State of Rajasthan, hereby invites prospective investors/take up Franchises for 'Royal Heritage Liqueur' across India and the globe. The brand of Royal Heritage Liqueur has been one of the more prominent heritage liqueur having high demand and following among connoisseurs of upmarket liqueur. The production of Royal Heritage Liqueur was started by RSGSM in 2006 based on old recipes of erstwhile princely states.

The production of Royal Heritage Liqueurs is carried out at Royal Heritage Liqueur Distillery, Jhotwara (Jaipur), a unit of Rajasthan State Ganganagar Sugar Mills Ltd with state –of art, technology and semi-automatic plant having R.O Plant for purification of water in order to have quality water for use in the production of Royal Heritage Liqueur. The process of fermentation and distillation of the Heritage Liqueurs has also been kept similar to the process adopted by the, then Rulers/ Thikanedars, i.e. earthen pots, copper and brass utensils were used to produce these liqueurs

The Company has launched four brands of Royal Heritage Liqueurs i.e. Royal Kesar Kasturi, Royal Jagmohan, Royal Chandr Hass. The details of which are as follows :-

### **A bit about Royal Heritage Liqueurs Plants :-**

1. There are two Potstills installed at Jhotwara Distillery where the capacity of Heritage Liqueur Potstill distillation is approximately 10,000 Bottles of 750 ml.



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

2. Besides 02 Potstill distillation plants, bottling lines, R.O. Plant and trained staff are available to carry out the quality production of Heritage Liqueurs.
3. RSGSM has also obtained FSSAI License for all products of its portfolio including Royal Heritage Liqueurs.
4. The Herbs and Spices, procured from the market are being tested from NABL Laboratories or NABL approved laboratories.
5. RSGSM will be producing the RHL liqueur in premium ceramic bottles with state-of-art packaging. (In case in near future RSGSM carries out production of Royal Heritage Liqueur (Other than above listed brands also), the same will also be available to the Franchisee for sale in domestic & International Market)
6. **ELIGIBILITY :-**
  - a- The bidder/ Franchisee shall only be corporate entities including company, LLP , partnership firms and no individual applications shall be entertained.
  - b- Average turnover of the bidder/ franchisee should be minimum of Rs 5.0 Crore in any three financial years from last 5 financial years. Audited balance sheets and Income tax return of such three financial years have to be provided.

## **7. LAWS**

The Franchisee shall be subject to the Laws of the Respective State and that of India and shall abide to comply with the applicable laws at all times.

## **8. TERRITORY**

- A- Territory means a State/ union territory for country or national market and a country for international/Abroad market .
- B- The Franchisee shall be an exclusive franchisee for the territory as specified or specifically notified as per the Bids. Maximum five territory/ state (except RAJASTHAN STATE) will be given to a firm / company within country.
- c- Maximum five territory will be given to a firm / company worldwide .

# Rajasthan State Ganganagar Sugar Mills Ltd.

## 9. EARNEST MONEY (EMD) :-

The bidder/ Franchisee need to make Earnest Money Deposit along with the application and documents as mentioned above, for an amount of Rs 3.0 lacs ( Three lacs Only) @ 2 % of estimated value of the bid . EMD shall be paid by NEFT/ DD/ BANKER'S CHECQUE payable at Jaipur in favour of Rajasthan State Ganganagar Sugar Mills. No interest shall be payable on EMD amount. While the amount deposited by the successful bidders shall be adjusted towards security deposit.

## 10. Security Deposit :-

Security Deposit @ 2.5 % of total value of monthly offered quantity by the bidder shall be deposited by Successful bidder/ Franchisee before signing of the Agreement. The EMD deposited by the Successful bidder/ Franchisee shall be adjusted in security Deposit.

## 11. **TENURE** : The tenure of the Agreement shall be of three years

## 12. **Scope of Work**

1. The Franchisee Holder shall be under obligation to order the minimum quantity of 1000 cases (one thousand cases ) per month of RHL brands within the country and quantity of cases as agreed by bidder/ franchisee for worldwide . The minimum lifting quantity shall be increase 2 % each year.
2. Various products of RHL shall be supplied according to the Franchisor (RSGSM) Ex- Reduction Centre price list as enclosed at Annexure - 1. Generally the price shall be fixed for a Financial Year , but due to change in excise policy / any duty , the price may change in between the Financial Year . In case of change in price before ending the Financial Year , minimum lifting quantity may be revised as agreed mutually .

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

3. The price shall excludes 'taking out fee' payable to the Excise Department, Government of Rajasthan for taking out excisable liqueur from the State of Rajasthan & all other taxes and charges of Government of Rajasthan , transportation etc (if any) shall be borne by franchisee.
4. All payments shall be made in the currency format US\$ as specified by the Franchisor in its price schedule for international market and in Indian Rupees (INR) for Indian market.
5. The Franchisor undertakes to provide the completely packed goods to the Franchisee holder at the gates of the designated location of the office of Franchisor. Subsequent to which all responsibilities regarding the said goods including but not limited to transport, shipment, sale in allotted territory shall wrest with Franchisee holder and no liability of the Franchisor shall be entertained.
6. The Franchisee shall not sub – contract, assign or transfer all or any part of its work to any individual or organization without seeking prior permission of the Franchisor and it has no right to create any sub-Franchisee.
7. The Franchisee shall obtain all necessary Government, Statutory and other regulatory approvals for performance of the Franchise Services as under this agreement and it shall be solely responsible for any fines or penalties resulting from non-compliance with the respective laws.
8. The Franchisee shall check the goods regarding completely sealed packs before final handing over of the goods to the Franchisee holder, the Franchisor shall provide a designated place for such checking and verification of goods as ordered.

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9. The Franchisee shall at all times be bound by the Confidentiality clauses as notified in the documents of the RSGSM.
10. **RSGSM reserve the rights to add and /or amend the existing names of Heritage Liqueur Brands, as and when required.**
11. RSGSM reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
13. **Obligations of Franchisee and RSGSM**
  1. After execution of agreement, the Franchisee after completion of all required formalities (not latter than 60 days for country and 90 days for worldwide) will submit the request to RSGSM.
  2. RSGSM, after receiving the request after completion of formalities (fee and costs) will supply to franchisee within 30 days after receiving request from Franchisee.
14. **Allocation of Risk during Agreement period**
  1. During the period of agreement, the Franchisee will be free to sale the RHL brands in the prescribed allotted territory as per rules and in case of any losses outside RSGSM premises or goods lying unsold or not following rules/regulations of the allotted territory will be the liability of the Franchisee.
15. **Estimated value:** - The estimated value of subject matter of procurement is Rs. 150 lacs.
16. **QUANTITY OFFERED BY BIDDER :** - Bidder shall have to offer the minimum quantity of 1000 cases (one thousand cases ) per month of RHL brands within the country and quantity of cases as agreed by bidder/ franchisee for worldwide . The minimum lifting quantity shall be increase 2 % each year.
17. **Technical Evaluation:** - The bids will technically be evaluated first. The Bidder will have to provide complete Profile of the Company/ organization including audited balance sheets and other details as per requirement of checklist (Technical Bid).

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18. **Selection Criteria of bid :-** Maximum quantity offered for a territory by a bidder shall be the selection criteria .  
In case of tie for any territory, turnover of the company shall be the deciding criteria .
19. **Penalty :- Penalty shall be imposed and recovered from the bidder , if offered/ agreed quantity shall not lifted in a month. Penalty shall be calculated @ listed rate of RSGSM for leftover quantity of the month.**
20. Performance security deposit shall be released after 03 month of completion of agreement period.
21. Management reserves the right to reject the bid of bidders or its affiliates and associates whose report have been found unsatisfactory or who have been debarred for any reason any time during the supply contract.
22. The financial bid of such the bidders whose technical bid is found O.K. (Qualified) shall only be opened on later date which shall be communicated through [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) automated messaging system.
23. Bidder should enclose certified copy of all the required documents as per checklist enclosed with Bid form.
24. **If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail.** In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
25. **Change in specification clause :**
26. Please read carefully and comply :-
  - Annexure A:** Compliance with the Code of Integrity and No. Conflict of Interest
  - Annexure B:** Declaration by Bidders
  - Annexure C:** Grievance Redressal during Procurement Process
  - Annexure D:** Additional Conditions of Contract

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

27. Requisite bid document fee, bid processing fee, bid security and original affidavit (Annexure B) should be submitted before last date and time of submission of bid.
28. Technical bid shall be uploaded with documents as mentioned below: -
  - (a) Scanned copy of bid document
  - (b) Scanned copy of bid security, D.D. of processing fees, bid form fee
  - (c) Attested copy of documents mentioned in technical bid check list

# Rajasthan State Ganganagar Sugar Mills Ltd.

## GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If it has any doubt about the meaning of any term, condition or specifications etc. he should refer to officer in charge and get clarification. The decision of the company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that individuals signing the bid must specify as follows :-
  - a. Whether signing as "sole proprietor of the firm?"
  - b. Whether signing as registered active partner of the firm?
  - c. Whether signing for the firm on the basis of power of attorney?
  - d. In case of companies and registered firms, whether signing as secretary, manager, partner, director, etc. The authorized signatory shall will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST act, where its business is located, may not be eligible for bid. The GST registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, its bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. distillery/ warehouses of reduction centers.
6. The bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The bidder should sign and upload bid form at the end of each page as token of his acceptance of all the terms and conditions of the bid.
8. **Bid Security-**
  - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan, it shall be 0.50% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1.0% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
  - ii. In lieu of bid security, a bid securing declaration shall be taken from departments' of the state Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned or controlled or

# Rajasthan State Ganganagar Sugar Mills Ltd.

- managed by the state government and government undertakings of the central government.
- iii. Bid security instrument or cash receipt of bid security or a bid security shall necessarily accompany the sealed bid.
  - iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
  - v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid for thirty days beyond the original or extended validity period of the bid.
  - vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
  - vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
  - viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
  - ix. The bid security taken from a bidder shall be forfeited in the following cases, namely:-
    - a. when the bidder withdraws or modifies its bid after opening of bids;
    - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
    - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
    - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
    - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the act and chapter VI of these rules.
  - x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
  - xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
    - a) the expiry of validity of bid security;
    - b) the execution of agreement for procurement and performance security is furnished by the successful bidder;
    - c) the cancellation of the procurement process; or



# Rajasthan State Ganganagar Sugar Mills Ltd.

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

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

- a) Performance security shall be solicited from all successful bidders except the department's of the state government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the state government and undertakings of the central government. However, a performance security declaration shall be taken from them. The state government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 2.5 /5 percent of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be 0.5/1 percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1 percent of the amount of supply order.
- c) Performance security more than Rs.10.00 lac shall be furnished in any one of the following forms-
  - i) Bank draft or banker's cheque of a scheduled bank;
  - ii) Bank guarantee/s of a scheduled bank shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
  - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the director in charge in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

## 10. Execution of agreement-

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

# Rajasthan State Ganganagar Sugar Mills Ltd.

the letter of acceptance or letter of intent is dispatched to the successful bidder.

- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
  - d) The bidder shall be asked to execute the agreement on a non-judicial stamp of specified value 0.25% of the contract amount or value set forth in such contract.
11. Bid shall be valid
- a. 90 days from the date of opening of technical bid.
  - b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract period or for the period for which bids are invited whichever is higher.
12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
14. The bids should be submitted along with samples, if required.
15. **Liquidated Damages:- L.D shall be imposed as under if Franchisee fails to execute its Obligations as per tender scope of work .**

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- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the bidder fails to execute the order within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion may allow extension of time subject to recovery from the bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the bidder has failed to supply for the period of delay as stated below:-
  - a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
  - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
  - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
  - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

## **Notes :**

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10%.
- (c) When the successful bidder is unable to complete the order/contract within the specified or extended period, the company shall be entitled to accept supply from the open market without giving any notice to the bidder but at his risk and cost i.e. bidder's account and risk the goods or any part thereof which the bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the bidder. But the bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the bidder under this or any other contract with the company. If recovery is not possible from the bills

# Rajasthan State Ganganagar Sugar Mills Ltd.

and the bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the company.

- (d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- 16. In the event of breach of the contract at any time on the part of the contractor/supplier, the contract may be terminated summarily by the Director In charge of the company with such conditions as may be deemed fit.
  - 17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
  - 18. In case of any dispute arising out of any matter related to the bid/contract/agreement, the matter will be referred to sole arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The seat of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
  - 19. If the bidder resiles from his offer or offers new terms after opening of the bid, then bidder will be debarred/ suspended from being eligible for bidding in any contract with RSGSM Ltd., for the period of three years starting from date of opening of technical bid.
  - 20. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
  - 21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
  - 22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
    - (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
    - (ii) the financial bid containing financial aspects including the price.
  - 23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

# Rajasthan State Ganganagar Sugar Mills Ltd.

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

S.No.	Description	Details
1.	Name of firm/corporate entity (in case of companies or partnership firms, Pvt Ltd. Complete and relevant authorization of Directors/Owners shall be provided)	
2.	Name of owner/owner's of company/firm/ LLP	
3.	Date of establishment of company/firm/ LLP	
4.	Postal Address/Registered Address	
5.	Contact Details	
6.	Email Id:	
7.	VAT/GST/TAX ID details or equivalent Tax ID	
8.	Experience in handling liqueur sales business (in years) along with proof	
9.	Annual Turnover of business	
10.	Number of other franchisee's being operated	
11.	Company/Business Profile	
12.	Format of Franchise (Franchise Operated or Store in Store)	

PLACE:

DATE:

SIGNATURE OF APPLICANT/AUTHORIZED SIGNATORY

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Annexure A

### Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

### Conflict of interest.-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:
  - (a) Have controlling partners/shareholders in common; or
  - (b) Receive or have received any direct or indirect subsidy from any of them; or
  - (c) Have the same legal representative for purposes of the bid; or
  - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
  - (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
  - (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, Works or services that are the subject of the Bid; or
  - (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Annexure B

### Declaration by the Bidder

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

In relation to my/our Bid submitted to -----for procurement of -----  
----- in response to their Notice Inviting Bids No. -----

--- Dated----- I/We hereby declare under Section 7 of Rajasthan  
Transparency in Public procurement Act, 2012, that:

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

Date:

Signature of bidder

Place:

Name

Designation

Address

### Grievance Redressal during procurement process

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

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

#### (1) Filing an appeal

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

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who have participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose if of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### (4) Appeal not to lie in certain case

No appeal shall lie against any decision of the procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement.
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiation;



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

- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality

## **(5) Form of appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

## **(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be nonrefundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

## **(7) Procedure of disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall.
  - (i) hear all the parties to appeal present before him, and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal of inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State public procurement portal.

# Rajasthan State Ganganagar Sugar Mills Ltd.

FORM No. I

[See rule 83]

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

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

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

1. Particulars of appellant :
  - a) Name of the appellant :
  - b) Official address, if any :
  - c) Residential address :
2. Name and address of the respondent(s):
  - a)
  - b)
  - c)
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:  
.....  
.....(Supported by an affidavit)
7. Prayer:

Place.....

Appellant's Signature:

Date.....

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Annexure D Additional Conditions of Contract

### 1. Correction of arithmetical errors

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

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

### 2. Procuring Entity's Right to Vary Quantities

- i. If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii. In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

- 3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods):** Dividing quantities among more than one bidder at the time of award- As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

# Rajasthan State Ganganagar Sugar Mills Ltd.

## Annexure 'F'

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

### Manufacturer's Authorizations

NIB. NO. RSGSM/MACHINE/OCB/2022-23/ PUR/69

Dated: 17.11.2022

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

### WHEREAS

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

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Date \_\_\_\_\_

(Shall be submitted along with the Bid Security)

# Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'G'

## Technical Bid Submission Sheet

NIB. NO. RSGSM/MACHINE/OCB/2022-23/ PUR/69

To,  
The DGM Purchase RSGSM  
Ltd.  
Jaipur

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding document. We offer to supply in conformity with the bidding document and in accordance with the supply schedule given from time to time for supply of subject matter of procurement.
- b. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our bid is accepted, we commit to obtain a performance security in the amount of 2.5% of the contract price or performance security declaration for the due performance of the contract.
- d. Our firm, for any part of the contract, have nationalities from the eligible countries
- e. We are not participating, as bidders, in more than one bid in this bidding process, in the bidding document.
- f. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by the state government or the procuring entity.
- g. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

(Shall be submitted along with the Bid Security)

# Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'H'  
SR FORM-17

## AGREEMENT(See Rule 68)

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

2. Whereas the approved supplier has agreed with the RSGSM to supply to the\_\_\_\_\_ of the Rajasthan State Ganganagar Sugar Mills Ltd. at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column\_\_\_\_\_ of the said schedule.
3. And whereas the approved supplier has deposited a sum of Rs.\_\_\_\_\_ in \_\_\_\_\_.
  - (1) Cash/Bank Draft/ Bank Guarantee /Banker Cheque No.\_\_\_\_\_ dated\_\_\_\_\_.
  - (2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.
  - (3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.
4. Now these Presents witness:
  - (1) In consideration of the payment to be made by the Government through\_\_\_\_\_ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in\_\_\_\_\_ and \_\_\_\_\_ thereof in the manner set forth in the conditions of the tender and contract.
  - (2) The conditions of the tender and contract for open tender enclosed to the tender notice No.\_\_\_\_\_ dated\_\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
  - (3) Letters Nos.\_\_\_\_\_ received from tenderer and letters nos.\_\_\_\_\_ issued by the Government and appended to this agreement shall also form part of this agreement.

# Rajasthan State Ganganagar Sugar Mills Ltd.

(4)

- (a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through\_\_\_\_\_ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (b) The mode of Payment will be as specified below:-
1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

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

a) From ..... to .....

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

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

**Note :**

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
- (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

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

In witness whereof the parties hereto have set their hands on the..... day of .....202.....

**Signature of the  
approved supplier.**

Date:  
Witness No. 1

Witness No.2

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

Dy. General Manager (Purchase)

Date:  
Witness No. 1

Witness No.2