

NOTICE INVITING EXPRESSION OF INTEREST
FOR TAKING UP FRANCHISEE OF RAJASTHAN STATE GANGANAGAR
SUGAR MILLS' PRODUCTS (ROYAL HERITAGE LIQUEUR, FOLK
HERITAGE LIQUEUR & WINES) FOR DOMESTIC & INTERNATIONAL
CLUSTERS FOR A PERIOD OF SEVEN (7) YEARS

Location: Jaipur, Rajasthan, India

Agency: Rajasthan State Ganganagar Sugar Mills Limited

Assignment Title: Franchisee of Rajasthan State Ganganagar Sugar Mills' products (Royal Heritage Liqueur, Folk Heritage Liqueur & Fruit Wines) for domestic & international clusters for a period of seven (7) years.

Reference No: RSGSM/HERITAGE/EOI/48

1. Introduction & Context

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

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

The company has been exploring the interest in the market where interested parties may like to associate with it for taking up franchisee of RSGSM's prominent products (Royal Heritage Liqueur, Folk Heritage Liqueur & Fruit Wines) for other Indian states/union territories and other countries for a period of seven (7) years between FY 2024 to 2031. So far, interests have been received for domestic and international territories such as Goa, Telangana, UK and USA & Canada. The intent of this request for expression of interest is to offer franchises to interested individuals/parties for other territories/clusters too.

In order to further expand avenues for RHL, FHL & Fruit Wines of RSGSM domestic and international market, Expression of Interest is invited from interested individuals, private companies or a public-sector organizations or associations (such as club etc.)

having experience of selling comparable products in similar markets within the country or abroad.

1.1. Royal Heritage Liqueurs

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

1.2. Folk Heritage Liqueurs & Fruit Wines

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

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

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

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

1.3. Production & bottling

The production these products shall be carried out at the company's Royal Heritage Liqueur Distillery, Jhotwara (Jaipur) with state-of-art technology and semi-automatic plant. The plant has an RO Plant for purification of water to have quality water to be used in RHL production process. The process of fermentation and distillation of RHL has also been kept similar to the process adopted by Rulers/Thikanedars, i.e., earthen pots, copper and brass utensils were used to produce these liqueurs.

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

- (i) There are two Potstills installed at Jhotwara Distillery where the capacity of Heritage Liqueur Potstill distillation is approximately 5,000 Bottles of 750 ml

glass bottles. Besides 2 Potstill distillation plants, bottling lines, RO Plant and trained staff are available to carry out the quality production.

- (ii) The company has also obtained FSSAI License for all products of its portfolio including Royal Heritage Liqueurs. Further, the company shall be responsible for similar certification for other products developed in future also.
- (iii) The herbs and spices, procured from the market are being tested from NABL laboratories or NABL approved laboratories,
- (iv) The company will be producing the liqueur products in premium bottles with state of-art packaging.

2. Scope, Terms & Conditions

The expression of interest are invited from eligible applicants for the products and territories open for exclusive franchisee rights. The applications may be submitted starting from the date of publication of this request for expression and for any combination of product, cluster & territory for which the exclusive franchisee rights have not been awarded to any other applicant at the time/date of submission of expression of interest by the applicant.

2.1. Period of Franchisee Agreement

The franchisee rights for one or more clusters/territories and/or products shall be awarded on first-come, first-served basis for respective clusters/territories upon receipt of application complete in all respect (with all the required information, supporting documents & fees from the applicant) and subject to evaluation of the applications by RSGSM. Each franchisee agreement shall be valid for seven (7) years and further extendable on mutual consent of the company and the franchisee in the respective franchisee agreements.

The applicants/franchisees who have previously submitted and/or received franchisee rights for select products and/or territories for three (3) years may also submit their expression of interest to extend the validity of the prospective/existing franchisee agreement for seven (7) years (without additional charges) or for franchisee rights for more products &/or more clusters/territories. Similarly, past applicants whose previous expression of interest did not result in award of franchisee rights may also submit their expression of interest for the products and territories open for exclusive franchisee rights at the time of application.

2.2. Role of RSGSM

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

- (i) manufacture the heritage liqueur products according to selected methods, recipe, ingredients, and products & branding scheme.
- (ii) make available the requested quantity of selected product(s) on agreed timeline & batches as bottled & packed as agreed,
- (iii) charge the franchisee on agreed price for the approved batch order as per approved payment terms.

- (iv) reserves rights offer and enter into a franchisee agreements for the cluster in full or in parts at its sole discretion.
- (v) reserves rights to amend or exclude the territories or clusters in full or parts at any time during the validity of the franchisee agreement.
- (vi) reserve the right to cancel or reject or accept or withdraw or extend the franchisee agreement in full or parts as the case may be without assigning any reason thereof.

2.3. Role of franchisee

- (i) The franchisee holder shall be under obligation to order the minimum quantity of finished goods as indicated under the franchisee agreement (5000 Cases for domestic clusters & 5000 Cases for international clusters).
- (ii) All Goods shall be supplied according to the franchisee according to the price list as provided by the company from time to time.
- (iii) All payments shall be made in the currency format US\$ as specified by the company in its price schedule for international clusters and in Indian Rupees (₹) for in domestic clusters.
- (iv) Various products of RHL shall be sold at Ex-distillery price (EDP). EDP shall be decided by the company and it is liable to be changed/ altered at any point of time unilaterally by RSGSM. EDP excludes taking out fee' payable to the Excise Department Government of Rajasthan for taking out excisable liqueur from the state of Rajasthan & all other taxes and charges of Government of Rajasthan, if any, shall be borne by the franchisee.
- (v) The prices or the goods are exclusive of any applicable value added tax or GST or any similar tax, for which the Franchisee shall be liable in addition to the price.
- (vi) The company shall undertake to provide the completely packed goods to the franchisee at the gates of the designated location/office of the company. Subsequent to handing over the good to the franchisee or their authorised representative, all responsibilities regarding the said goods including but not limited to transport, shipment, sale in allotted territory (cluster) shall rest with franchisee and no liability of the company shall be entertained. The franchisee must be responsible for securing all necessary approvals & permissions (including permits) from concerned authorities for enabling the franchisee with procurement, shipment (transport through/export from/import into) and storage of the products at own expenses. The franchisee shall also be responsible for complying with the rules & regulations of the concerned authorities & regulators relevant for procurement, shipment & storage through applicable states/countries.
- (vii) The franchisee must secure the Excise Verification Certificate (EVC) from the destination territory after completing the shipment to respective territory as per the norms of Excise Department, Government of Rajasthan. Such EVC must be submitted by the franchisee to Excise Department with a copy to RSGSM. In case, EVC is not applicable/or in practice in the destination territory of the

franchisee, an equivalent certificate from a competent authority of the destination territory must be secured by the franchisee and produced before the Excise Department, Government of Rajasthan & RSGSM.

- (viii) The franchisee shall not subcontract, assign or transfer all or any part of its work to any individual or organization without seeking prior permission of the Franchisor and it has no right to create any sub-Franchisee.
- (ix) The franchisee shall obtain all necessary government, statutory and other regulatory approvals for performance of the franchisee services as under this agreement and it shall be solely responsible for any fines or penalties resulting from non-compliances with the extant laws of state of Rajasthan as well as the of the clusters assigned to the franchisee.
- (x) The franchisor (RSGSM) and Franchisee shall check the goods regarding completely sealed packs before final handing over of the goods to the Franchisee holder, the Franchisor (RSGSM) shall provide a designated place for such checking and verification of goods as ordered.
- (xi) The franchisee shall at all times be bound by the confidentiality clauses as notified in this document and subsequent franchisee agreement.

3. Branding & Marketing of Products

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

4. Applicable Laws

The franchisee shall be subject to the laws of the respective clusters and shall abide to comply at all times with the extant rules & regulations of the state of Rajasthan, the republic of India and other relevant/applicable international rules & regulations or those of the destination cluster & territories.

5. Territory/Clusters

The franchisee shall be considered for an exclusive franchisee rights for the territory/cluster as per the interest submitted and following evaluation of the applicants interest proposal. The list of clusters have been included in Annexure 10 & 11 alongwith the territories included in the respective clusters.

Domestic clusters shall have states & UTs as territories while international cluster shall have countries as territories. An applicant may show interest for on or more territories

and/or clusters in the same application and their application shall be evaluated for those clusters & territories.

In case of multiple requests received from the same applicant or more than one applicant for same cluster and/or territory, exclusive franchisee rights for the each concerned territory shall be awarded to the applicant who has submitted the interest earlier. The company shall reserve the rights to allocate the exclusive franchisee rights for any territory and its decision shall be taken as final in this regard.

6. Allocation of Risk during Agreement period

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

7. Eligibility Criteria, Preparation & Submission of EoI

7.1. Eligibility, Application & Earnest Money

- (i) The applicants for the franchisee may be an individual, a private company or a public-sector organization or association (such as club etc.) eligible to conduct business in the clusters they may be interested in taking franchisee for or undertakes to earn the same eligibility for concerned cluster(s).
- (ii) The format for the franchisee shall be either franchisee-operated or store in store format, which shall be clearly specified by the applicant in the expression of interest. In case of any other format, the same may be proposed.
- (iii) The applicant must deposit ₹1180.00 (Rupees One Thousand One Hundred Eighty only) as non-refundable application processing fee for each application. The fee shall be paid through **NEFT into A/c No. 25220200001309 IFSC - BARB0INDBAI** payable at Jaipur in favour of Rajasthan State Ganganagar Sugar Mills.
- (iv) The applicants must make an Earnest Money Deposit (EMD) alongwith the application, documents & application processing fee as mentioned above for an amount of ₹ 50000 (In Words: Fifty Thousand only) per cluster or a part thereof. EMD shall be paid by the applicant through NEFT into **A/c No. 25220200001309 IFSC - BARB0INDBAI** 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 bidder shall be adjusted towards security deposit. The amount deposited by the unsuccessful bidders shall be returned after finalization of the proposal.
- (v) The Applicants need to demonstrate the following in the application such that the Applicants shall be evaluated on the following parameters:
 - a. A brief profile of the Applicant / Company/ Investors.
 - b. Past experience in running successful franchises, especially in Liqueur Sales Sector

- c. Other franchises being operated.
- d. The format/ model of running the franchises
- e. Cluster(s)/territories in which they are interested in operating the Franchise,
- f. Annual Turnover of business (for the last five business years audited balance sheets and Income tax return of last five financial years have to be provided)
- g. Duly filled Form- A
- h. Any other suggestion and recommendation associated with the mentioned interest
- i. Copy/Proof of payment of Application Processing Fee & Earnest Money Deposit

Applicants may start submitting their EOI entries starting from the date of publication of this document/notice. The application, complete in all respect, must be submitted addressed to DGM (Purchase), RSGSM at the head office of the company or via email (dgmpurchase.rsgsm@rajasthan.gov.in). The envelop for the application/subject of the email must be in format "Eol for Exclusive Franchisee Rights to <Name of Cluster(s) interested in>"

This document will available till last date of submission of EOI i.e. 31.01.2024 on state procurement portal sppp.rajasthan.gov.in and excise.rajasthan.gov.in.

8. Annexure – Form(s)

8.1. Application form for Expression of Interest

Sr. №	Description	Details
(i)	Name of the applicant with type such as an individual, a private company or a public sector organization or associations (Complete and relevant authorization of Directors/Owners shall be provided)	
(ii)	Postal Address/ Registered Address	
(iii)	Contact Details	
(iv)	Email Address	
(v)	VAT/GST/TAX ID details or equivalent TAX ID	
(vi)	TIN, If any	
(vii)	Experience in handling liqueur sales business (in years) along with proof	
(viii)	Annual turnover of business	
(ix)	Number of other Franchisee's being operated	
(x)	Company / Business profile	
(xi)	Format of Franchisee (Franchisee Operated or Store-in-Store)	
(xii)	Domestic cluster(s)/territories interest submitted for	
(xiii)	International cluster(s)/ territories interest submitted for	

Place:

Date:

Signature & seal of
applicant/authorized signatory
Seal

9. Annexure – Domestic Clusters (Other states & union territories in India)

Domestic clusters shall have states and union territories (UTs) as territories as mentioned in the below-mentioned listing (indicative only and solely for the use/reference of this notice). The company reserves all rights to change the clustering by inclusion & exclusion of any state/UT/cluster from the above mentioned list.

The proposals/interests for any cluster/territory shall be evaluated on case-to-case basis considering the extant rules the state of Rajasthan, as well as relevant/applicable rules & regulations of the destination cluster/territory.

9.1. Northern Cluster

- Punjab
- Haryana
- Himachal Pradesh
- Uttar Pradesh
- *Delhi (NCT)*
- *Chandigarh*
- *Jammu & Kashmir*
- *Ladakh*

9.2. Western Cluster

- Maharashtra
- Goa (Rights awarded)
- Gujarat (Dry state)
- *Dadra & Nagar Haveli and Daman & Diu*

9.3. Southern Cluster

- Telangana (Rights awarded)
- Andhra Pradesh
- Karnataka
- Tamil Nadu
- Kerala
- *Puducherry*
- *Lakshadweep*
- *Andaman Nicobar Islands*

9.4. North-Eastern Cluster

- Assam
- Arunachal Pradesh
- Meghalaya
- Manipur
- Mizoram
- Sikkim
- Tripura
- Nagaland (dry state)

9.5. Eastern & Central Cluster

- Madhya Pradesh
- Chhattisgarh
- Jharkhand
- West Bengal
- Odisha
- Bihar (Dry state)

Note: Union territories in respective clusters have been mentioned in *italicised texts*.

10. Annexure – International Clusters (Other countries)

International clusters shall have countries as territories as mentioned in the below-mentioned listing (indicative only and solely for the use/reference of this notice). The company reserves all rights to change the clustering by inclusion & exclusion of any country/cluster from the above-mentioned list.

The proposals/interests for any cluster/territory shall be evaluated on case-to-case basis considering the extant rules & regulations of the state of Rajasthan, the republic of India and other relevant/applicable international rules & regulations and/or those of the destination country/cluster.

10.1. Europe

- | | | |
|--------------------------|-----------------|----------------|
| ▪ Albania | ▪ Germany | ▪ Netherlands |
| ▪ Andorra | ▪ Greece | ▪ Norway |
| ▪ Armenia | ▪ Hungary | ▪ Poland |
| ▪ Austria | ▪ Iceland | ▪ Portugal |
| ▪ Belarus | ▪ Ireland | ▪ Romania |
| ▪ Belgium | ▪ Italy | ▪ Russia |
| ▪ Bosnia and Herzegovina | ▪ Kosovo | ▪ San Marino |
| ▪ Bulgaria | ▪ Latvia | ▪ Serbia |
| ▪ Croatia | ▪ Liechtenstein | ▪ Slovakia |
| ▪ Cyprus | ▪ Lithuania | ▪ Slovenia |
| ▪ Czech Republic | ▪ Luxembourg | ▪ Spain |
| ▪ Denmark | ▪ Macedonia | ▪ Sweden |
| ▪ Estonia | ▪ Malta | ▪ Switzerland |
| ▪ Finland | ▪ Moldova | ▪ Ukraine |
| ▪ France | ▪ Monaco | ▪ Vatican City |
| ▪ Georgia | ▪ Montenegro | |

10.2. Sub-Saharan Africa

- | | | |
|--|-----------------|-------------------------|
| ▪ Angola | ▪ Eritrea | ▪ Namibia |
| ▪ Benin | ▪ Ethiopia | ▪ Niger |
| ▪ Botswana | ▪ Gabon | ▪ Nigeria |
| ▪ Burkina Faso | ▪ The Gambia | ▪ Rwanda |
| ▪ Burundi | ▪ Ghana | ▪ Sao Tome and Principe |
| ▪ Cameroon | ▪ Guinea | ▪ Senegal |
| ▪ Cape Verde | ▪ Guinea-Bissau | ▪ Seychelles |
| ▪ The Central African Republic | ▪ Kenya | ▪ Sierra Leone |
| ▪ Chad | ▪ Lesotho | ▪ South Africa |
| ▪ Comoros | ▪ Liberia | ▪ South Sudan |
| ▪ Republic of the Congo | ▪ Madagascar | ▪ Sudan |
| ▪ The Democratic Republic of the Congo | ▪ Malawi | ▪ Swaziland |
| ▪ Cote d'Ivoire | ▪ Mali | ▪ Tanzania |
| ▪ Djibouti | ▪ Mauritania | ▪ Togo |
| ▪ Equatorial Guinea | ▪ Mauritius | ▪ Uganda |
| | ▪ Zimbabwe | ▪ Zambia |
| | ▪ Mozambique | |

10.3. South America

- | | | |
|-------------|------------|-------------|
| ▪ Argentina | ▪ Colombia | ▪ Peru |
| ▪ Bolivia | ▪ Ecuador | ▪ Suriname |
| ▪ Brazil | ▪ Guyana | ▪ Uruguay |
| ▪ Chile | ▪ Paraguay | ▪ Venezuela |

10.4. Asia

- | | | |
|----------------|---------------|---------------|
| ▪ Bangladesh | ▪ Uzbekistan | ▪ Mongolia |
| ▪ Bhutan | ▪ Vietnam | ▪ Myanmar |
| ▪ Brunei | ▪ Kazakhstan | ▪ Nepal |
| ▪ Cambodia | ▪ North Korea | ▪ Philippines |
| ▪ China | ▪ South Korea | ▪ Singapore |
| ▪ Indonesia | ▪ Kyrgyzstan | ▪ Sri Lanka |
| ▪ Japan | ▪ Laos | ▪ Taiwan |
| ▪ Thailand | ▪ Malaysia | ▪ Tajikistan |
| ▪ Turkmenistan | ▪ Maldives | |

10.5. Middle East, North Africa & Greater Arabia

- | | | |
|---------------|------------|----------------------------|
| ▪ Afghanistan | ▪ Jordan | ▪ Saudi Arabia |
| ▪ Algeria | ▪ Kuwait | ▪ Somalia |
| ▪ Azerbaijan | ▪ Lebanon | ▪ Syria |
| ▪ Bahrain | ▪ Libya | ▪ Tunisia |
| ▪ Egypt | ▪ Morocco | ▪ Turkey |
| ▪ Iran | ▪ Oman | ▪ The United Arab Emirates |
| ▪ Iraq | ▪ Pakistan | ▪ Yemen |
| ▪ Israel | ▪ Qatar | |

10.6. Central America & Caribbean

- | | | |
|-----------------------|----------------------|------------------------------------|
| ▪ Antigua and Barbuda | ▪ Dominican Republic | ▪ Nicaragua |
| ▪ The Bahamas | ▪ El Salvador | ▪ Panama |
| ▪ Barbados | ▪ Grenada | ▪ Saint Kitts and Nevis |
| ▪ Belize | ▪ Guatemala | ▪ Saint Lucia |
| ▪ Costa Rica | ▪ Haiti | ▪ Saint Vincent and the Grenadines |
| ▪ Cuba | ▪ Honduras | ▪ Trinidad and Tobago |
| ▪ Dominica | ▪ Jamaica | |

10.7. Australia & Oceania

- | | | |
|--------------------|--------------------------------------|-------------------|
| ▪ Australia | ▪ Nauru | ▪ Samoa |
| ▪ East Timor | ▪ New Zealand | ▪ Solomon Islands |
| ▪ Fiji | ▪ Palau | ▪ Tonga |
| ▪ Kiribati | ▪ Papua New Guinea | ▪ Tuvalu |
| ▪ Marshall Islands | ▪ The Federated States of Micronesia | ▪ Vanuatu |

10.8. North America

- | | |
|---------------------------|---------------------------|
| ▪ Canada (Rights awarded) | ▪ Mexico (Rights awarded) |
| ▪ Greenland | ▪ USA (Rights awarded) |

10.9. UK (Franchisee rights already awarded)

- United Kingdom of Great Britain & Northern Ireland

11. Notice for Newspaper | Request for EoI

NOTICE INVITING EXPRESSION OF INTEREST **FOR TAKING UP FRANCHISEE OF RAJASTHAN STATE GANGANAGAR** **SUGAR MILLS' PRODUCTS (ROYAL HERITAGE LIQUEUR, FOLK** **HERITAGE LIQUEUR & FRUIT WINES) FOR DOMESTIC &** **INTERNATIONAL CLUSTERS FOR A PERIOD OF SEVEN (7) YEARS**

Reference No: RSGSM/HERITAGE/EOI/48

Date: 16-01-2024

RSGSM is considering exploring the interest in the market where interested parties may like to associate with Rajasthan Ganganagar Sugar Mills Limited (RSGSM) for taking up franchisee of RSGSM's products (Royal Heritage Liqueur, Folk Heritage Liqueur & Fruit Wines) for cluster(s) of other Indian states/union territories and other countries for a period of seven (7) years. The applicants who have already submitted and or received franchisee rights for select products and or territories for three (3) years may also submit their interest to extend the validity of the existing franchisee agreement for seven (7) years (without additional charges) or for franchisee rights for more products &/or more clusters/territories.

In order to promote these products in domestic and international market, Expression of Interest is invited from interested companies/individuals having experience of selling comparable products in similar markets within the country or abroad.

A detailed request for Expression of Interest in this regard has been published online on <spmp.rajasthan.gov.in and excise.rajasthan.gov.in> for reference. **RSGSM shall start receiving the Expressions of Interest starting from the date of publication of this notice i.e. 04.01.2024.** The franchisee rights for one or more clusters/territories and/or products shall be awarded on first-come, first-served basis for respective clusters/territories upon receipt of application complete in all respect (with all the required information, supporting documents & fees from the applicant) and subject to evaluation of the applications by RSGSM. Interested individuals/firms/companies may visit the portal for details and to submit their Expression of Interest.

<Officer's Name>
Name & Designation
Rajasthan Ganganagar Sugar
Mills Limited

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

Doc1

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

Doc1



Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

- (a) determination of need of procurement;
- (b) provisions limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

Doc1

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

FORM No. 1
[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....
.....

Place

Date

Appellant's Signature

Doc1

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.