



# **Rajasthan State Ganganagar Sugar Mills Limited**

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan,

Jaipur - 302006 –Rajasthan

Fax. No. 0141-2740676 Website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in)

## **Notice Inviting E-Bid**

### **RATE CONTRACT OF NEW GLASS NIPS 180 ML & BOTTLES 750 ML FOR COUNTRY LIQUOR, RAJASTHAN MADE LIQUOR**

Two Part Single Stage Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the Bid)

**NIB. NO. RSGSM/NGB/RC/2023-24/PUR/02**

**Date 25.04.2023**

Pre-bid meeting	: On 02.05.2023 at 03.00 p.m.
Start date of submission of bid	: From 08.05.2023 at 11.00 a.m.
Last date/ time of download of bid form	: Till 23.05.2023 up to 6.00 p.m.
Last date/ time of upload of the bid	: Till 23.05.2023 up to 6.00 p.m.
Date and time of opening of the bid	: On 24.05.2023 at 12.30 p.m.
Date and time of opening of the financial bid	: To be intimated through eproc automated messaging system
Price of bid documents	: Rs. 5900/- including GST
Price of e- bidding process fee	: Rs. 2500/-

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**NOTICE INVITING BIDS**

**NIB. NO. RSGSM/NGB/RC/2023-24/PUR/02**  
**25.04.2023**

**Date**

1. Online single stage two-part unconditional bids are invited for the procurement of new glass nips 180 ml & bottles 750 ml from manufacturers of new glass bottle & nips on F.O.R. basis at reduction centers of Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 p.m. of 23.05.2023 as listed below: -

S. No.	Type	Name of article	Quantity in lacs	Bid security	Validity period of bids	Place of delivery
1	CL	New glass nips 180 ml	440.00	2%	90 days	Annexure-E
		New glass bottles 750 ml	25.00			
2	RML	New glass nips 180 ml (Whisky & Rum)	450.00			
		New glass nips 180 ml (Vodka & Gin)	150.00			
		New glass bottles 750 ml (Whisky & Rum)	5.00			
		New glass bottles 750 ml (Vodka & Gin)	3.00			

2. 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.

3. **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-III), 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 बिड दाताओं 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 फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।

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

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

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

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

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-प्रोक्यूरमेंट 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 Limited

- 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 संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 5900 मय जीएसटी एवं बोली प्रतिभूति राशि @ 2 प्रतिशत (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 2500 (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक, सभी मूल शपथ पत्र (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 क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करे 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 कर दिए गए हैं। 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 Limited**  
**4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006**  
**Fax. No. 0141-2740676 website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in)**

**NIB. NO. RSGSM/NGB/RC/2023-24/PUR/02**

**Dated 25.04.2023**

**NOTICE INVITING BID**

Bids for new glass bottles are invited from interested bidders up to 6.00 p.m. of 23.05.2023. 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://excise.rajasthan.gov.in/>, departmental website.

**Dy. General Manager (Purchase)**

# Rajasthan State Ganganagar Sugar Mills Limited

<b><u>Instructions to bidders:</u></b>		
1.	NIB No.	RSGSM/NGB/RC/2023-24/PUR/02
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	New glass nips 180 ml & bottles 750 ml; rate contract for one year from the date of execution of agreement extendable for further three months.
4.	(i) The price of the bidding document	Rs. <b>5900/- including GST</b> by way of demand draft/banker's cheque in the name of 'Rajasthan State Ganganagar Sugar Mills Limited' payable at Jaipur or paid online.
	(ii) e - bid processing fees	Rs. 2500/- by way of demand draft/banker's cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur or paid online.
5.	Procuring entity's address (For <b>clarification purposes</b> )	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email id: dgmpurchase.rsgsm@rajasthan.gov.in
6.	Pre-bid meeting	On 02.05.2023 at 03.00 p.m.
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 date of opening of technical bid
10.	Bid security	Bid security @ 2% shall be required, should reach at Head office, Jaipur up to 6.00 PM on 23.05.2023 or paid online.
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 p.m. on 23.05.2023.
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 p.m. on 23.05.2023. 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 12.30

# Rajasthan State Ganganagar Sugar Mills Limited

		PM on 24.05.2023 (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).
16.	Work performance security	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.	Appellate authority	<b>First:</b> Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. <b>Second:</b> Secretary, Finance (Budget) & 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 : \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Limited

## Statuary Details

GSTN : \_\_\_\_\_

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

Bid processing fee DD/BC/UTR no. & amount: \_\_\_\_\_

Bid fee DD/BC/UTR no. & amount : \_\_\_\_\_

Bid security DD/BC/UTR no. & amount : \_\_\_\_\_

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)

# Rajasthan State Ganganagar Sugar Mills Limited

4<sup>th</sup> Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur – 302006

## Special Terms and Conditions

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

### 1. Quantity: -

SN	Type	Item	Quantity in lakhs no's	Estimated rate in ₹
1	Country	New glass nips 180 ml	440.00	₹ 3.47
2	Liquor	New glass bottles 750 ml	25.00	₹ 11.33
3	Rajasthan	New glass nips 180 ml (Whisky & Rum)	450.00	₹ 4.57
4	Made Liquor	New glass nips 180 ml (Vodka & Gin)	150.00	₹ 3.29
5		New glass bottles 750 ml with (Whisky & Rum)	5.00	₹ 14.75
6		New glass bottles 750 ml with (Vodka & Gin)	3.00	₹ 14.44

- The quantity mentioned in the bid is approximate and tentative, it is subject to variation as per Rajasthan Government directions and policies.
- The management reserves the right to change the specification, size, design and quantity anytime during the contract.
- Required minimum monthly offered quantity would be generally 1/12 of offered quantity. However, RSGSM may ask for supplying more quantity up to the extent of monthly production capacity of bidder.
- Estimated value of bid: Total estimated value of bid is approx. Rs. 55.83 Crore.**
- The rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.
- No counter condition shall be accepted.
- Supplier should be a manufacturer for which it will have to produce a certificate from Director of Industries or any authority nominated for this purpose. The RSGSM Limited is at liberty to carry out sudden inspection of the factory/works of the bidder / supplier before or during the supply contract, without prior intimation. If the factory is found nonfunctional, purchase order shall be cancelled and bid security /security deposit with 18% GST forfeited. In the case of manufacturer/ bidder who has submitted the provisional certificate of competent authority, the bidder shall have to give written proof about the manufacturing activities of the firm.
- MSME unit: - The bidder would necessarily enclose copy of permanent registration as MSME unit from the competent authority.
- Supplier should be a manufacturing company.
- The bidder should offer a minimum of 25% of bid quantity for each item i.e. country liquor new glass nips 180 ml, RML new glass nips 180 ml (whisky & rum) and RML new glass nips 180 ml (vodka & gin). Offers for all other type of bottles mentioned in special condition no. 1 shall be 100% of bid



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quantity. Offered quantity less than above bid shall not be considered and shall be liable for rejection. Bidder can also offer bids for part items of bid.

12. Material: The bottle shall be manufactured by automatic plant and made of clear glass. It shall have a smooth surface without cracks, sharp edges or broken bubbles and shall be free from cords, blisters and stones. The bottles shall be well formed with a uniform distribution of glass all over, avoiding any wedge bottom.

13. Specifications for glass nips and bottles for country liquor: -

Bottle size	180 ml glass nips
Brimful capacity (ML)	As per drawing at page no. 38 (for fulfillment of 180 ml C.L. in the glass bottles on filling machine) $188 \pm 3.5$ ml
Weight	$105 \pm 8$ gram
Height (MM)	$130 \pm 1.5$
Shape	As per drawing at <b>annexure J</b>
Size (Dimension)	As per drawing at <b>annexure J</b>
Neck Size	25 mm ROPP
Volume	180 ml
Bottle size	750 ml glass bottles
Brimful capacity (ML)	As per drawing at page no. 39 (for fulfillment of 750 ml C.L. in the glass bottles on filling machine) $767 \pm 7$ ml
Weight	$310 \pm 15$ gram
Height (MM)	$258 \pm 2$
Shape	As per drawing at <b>annexure K</b>
Size (Dimension)	As per drawing at <b>annexure K</b>
Neck Size	28 mm ROPP
Volume	750 ml

- Annealing:** - The bottles should not contain strains more than the standard recommended in IS: 1662-1974 and as amended from time to time.
- Limit of alkalinity:** - As recommended in IS: 1662-1974 and as amended from time to time.
- Thermal shock resistance:** - As recommended in IS: 1662-1974 and as amended from time to time.

d. Marking: -

- The glass liquor bottles shall be embossed C. L. Rajasthan & RSGSM.
- Registration of glass bottle (750 ml) and glass nips (180 ml) design is under process of approval vide application no. 312804-001 & 002 dated 05-12-2018 CBR no. 21056 with Office of Controller General of Patents Designs and Trademarks.

14. Specifications for glass nips and bottles for Rajasthan Made Liquor: -

i) For Rajasthan Made Liquor 180 ml:

**Specifications for New Glass Nips 180 ml (Whisky & Rum): -**

- Design, specification, dimension are enclosed at **annexure "L"**.
- Glass weight of the nips is  $140 \pm 10$  grams.
- Brimful capacity (ML) -  $192 \pm 4$  ML
- Colour: Flint
- Finish 25 mm R.S.P.P. STD
- Surface treatment No

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(g) Please refer annexure "L" for details of design specification and dimensions.

## Specifications for New Glass Nips 180 ml (Gin & Vodka): -

- (a) Bottle size: 180 ml
- (b) Volume (nominal capacity) ml: 180 ml
- (c) Brimful capacity ml:  $192 \pm 4$  ML
- (d) Weight (GMS):  **$140 \pm 10$  grams.**
- (e) Shape: Round/ As per drawing/ as per sample
- (f) Size (mm) height\*diameter: 158\*50 mm
- (g) Tolerance:  $\pm 2.0, \pm 1.5$  mm
- (h) Neck size: 25 mm x 29 mm RSPP Std.

Please refer annexure "M" for details of design specification and dimensions.

## ii) For Rajasthan Made Liquor 750 ML

### Specification For Glass Bottles 750 ml (Whisky & Rum):

S.No.	Particulars	Norms
1.	Bottle Size	750ml
2.	Nominal Capacity	750ml
3.	Brimful Capacity	$767 \pm 7$ ml
4.	Size (Height*Diameter) mm Tolerance	300 x 71mm $\pm 2.0^* \pm 1.5$ MM
5.	Weights (gm.)	$405 \pm 15$ gm
6.	Neck Finish (mm)	29 mm
7.	Design	As Per Sample

Detailed design specification and dimensions As Per Annexure " N "

### Specification For Glass Bottles 750 ml (Vodka & Gin):

- Bottle size : 750 ml glass bottle
- Volume (nominal capacity) ml: 750 ml
- Brimful capacity:  $767 \pm 7$  ml
- Weight (GMS): 405.00 gms  $\pm 15$  gms
- Shape: round/ as per drawing/ as per sample
- Size (mm) height\*diameter: 300\*71 mm
- Tolerance:  $\pm 2.0, \pm 1.5$  mm
- Neck size: 29 mm ROPP aluminum
- Detailed Specification, design specification and dimensions as Per Annexure " O "

**4.1 Annealing :-** The bottles should not contain strains more than the standard recommended in IS: 1662-1974 as amended time to time.

**4.2 Limit of Alkalinity:-** As recommended in IS: 1662-1974 as amended time to time.

**4.3 Thermal Shock Resistance:-** As recommended in IS: 1662-1974 as amended time to time.

**4.4 Marking: - The glass liquor bottles shall be embossed RML & RSGSM.**

15. Bidder shall ensure the standard weight of the glass bottles as per the given specifications.

16. Mode of packing: - The bottles of 180 ml/ 750 ml capacity are to be packed in such a way that they will not break during loading, transportation & unloading.

## 17. Testing:

- i. The sample of subject matter of procurement from every consignment will be tested from the RSGSM laboratory, Jhotwara, Jaipur /Government authorized laboratory or any reputed private laboratory for all the parameters as specified in bid and contract. If supplier's

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representative is not available within three days on receipt of consignment, the company shall have right to draw the necessary sample and get it tested. In this case the supplier shall not claim any benefit, on ground of the absence. The testing fee paid shall be borne by the company. In case of rejection of article found sub-standard on testing, the testing fee so paid will be recovered from the supplier.

- ii. The company may get tested the sample of subject matter of procurement from any reputed laboratory accredited from NABL (National Accreditation Board for Testing and Calibration Laboratories).
  - iii. After testing of sample of bottles if it is found that sample does not conform the specifications given in bid document at more than three occasions under this contract, in that case performance security will be forfeited with 18% GST and contract will be terminated without any hearing or giving notice.
  - iv. The 10 bottles shall be taken on random basis out of each consignment. If supplier representative is not available within three days on receipt of consignment, the company shall have right to draw the necessary sample and have the same tested. In this case the supplier shall not claim any benefit, etc due to absence. Each lot shall be taken by reduction centre office in the presence of supplier's representative. The samples of bottles shall be tested from RSGSM laboratory/other authorized lab for all parameters i.e. shapes capacity, height, weight and neck finish etc. The test report of new glass bottles received from laboratory and report received from concerned reduction centres. In case any dispute arises, RSGSM committee shall decide. The decision of RSGSM purchase committee will be final.
18. After testing of sample if it is found that sample does not conform to the specifications given in bid document at more than three occasions under this contract, in that case performance security + 18% GST will be forfeited and contract may be terminated without any hearing or giving notice
19. Successful bidder shall have to provide an affidavit clearly stating that new glass bottles being made and/ or supplied to RSGSM shall not be provided to any company/person/etc. If at any stage it is found that such new glass bottles have been given to anybody other than RSGSM the supplier shall be charged for breach of contract and shall be liable for penalty + 18% GST as provided by law.
20. **बोली प्रतिभूति राशि:** कुल बिड मात्रा अनुसार बिड राशि Rs. 55.83 Crore का आकलन किया गया है। उक्त आधार पर ऑफर मात्रा मूल्य की 2 प्रतिशत बोली प्रतिभूति राशि के आधार पर सम्पूर्ण बिड मात्रा पर बोली प्रतिभूति राशि Rs. 111.66 Lakhs बनती है। बिडर द्वारा ऑफर मात्रा के अनुमानित दर के अनुसार गणना की जाकर 2 प्रतिशत अथवा बिड शर्तों में वर्णित अनुसार बोली प्रतिभूति राशि जमा कराई जानी है। उक्तानुसार जमा बोली प्रतिभूति राशि के आधार पर बिड के ऑन-लाईन स्वीकार नहीं होने की स्थिति में बोली प्रतिभूति राशि के कॉलम में Rs. 111.66 Lakhs वर्णित करें तथा उक्तानुसार गणना करते हुये बिड शर्तों में वर्णित अनुसार वास्तविक बोली प्रतिभूति राशि का डी.डी./बी.सी./बैंक गारन्टी/ऑनलाईन जमा की स्कैन प्रति बिड प्रपत्र के साथ संलग्न करें।
21. Period: - This rate contract is for one year, the existing rate contracts may be extended on same price, terms and conditions for a period not exceeding 3 months. In such cases it shall be ensured that market prices have not fallen down during the period for the subject matter of procurement or its constituents, to be procured under the rate contract.
22. 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

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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.

23. RATE : Single rate should be quoted on the basis of per bottle on F. O. R. basis for various warehouses as per annexure "E" separately in online financial bid. This rate quoted shall remain firm during currency of the supply contract and no escalation will be allowed. Any transit wastage/breakage shall be on part of bidder and no payment will be made for such transit wastage/breakage. Existing norms of transit wastage is 1.8%. GST shall be shown separately. If GST will not be shown separately, the quoted rate shall be assumed inclusive GST.
24. Payment: 100% payment shall be made by head office through cheque/RTGS/DD at parties cost on receipt of verified bills regarding quantity and quality by our respective warehouse test report from Jhotwara / authorized lab and dispatched note along with receipt note. While verifying the bills, respective reduction centers, shall invariably report the size. Payment shall be made for the quantity actual received at our warehouse taking into consideration. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.
25. Technical bid must be uploaded separately & financial bid (offered quantity & rate) shall be uploaded separately.
26. The financial bid of bidder who qualifies in technical bid will be opened later on the date to be intimated by eproc automated message system.
27. Bidder should enclose certified copy of the entire required document as per checklist enclosed with bid form.
28. Management reserves the right to give bidders applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the bid conditions the bidder shall be given further orders.
29. Inspection: The RSGSM Ltd. may carry out sudden inspection of the factory/ works of the bidder before opening financial bid and before or during the supply contract without prior intimation. If the factory is found un-functional or the details of the plant & machinery if found otherwise than as mentioned in the bid its bid security / security deposit with 18% GST shall be forfeited.
30. **Financial Evaluation:** - Item wise rate (excluding tax) offered by bidder for subject matter of procurement shall be taken into consideration for determination of L1.
31. Bid shall be valid
  - (a) 90 days from the date of opening of technical bids.
  - (b) After a bid has been accepted, the rate shall remain valid throughout the contract period or for the period for which bids are invited whichever is higher.
32. Digitally signed scanned copy of bid documents, DD/ deposition instrument/ deposition instrument of Rs. 5900/- including GST of bid document, DD/ deposition instrument of Rs. 2500/- for e-bidding process fees, bid security amount and other relevant documents shall be uploaded separately and BOQ (offered quantity and rate) shall be uploaded separately in online-bid (e-procurement).
33. Please read carefully and comply: -
  - Annexure A :** Compliance with the code of integrity and no conflict of interest
  - Annexure B :** Declaration by bidders regarding qualifications
  - Annexure C :** Grievance redressal during procurement process
  - Annexure D :** Additional conditions of contract

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34. Bid shall be uploaded with below mention documents:
- (a) Scanned copy of bid document
  - (b) Scanned copy of D.D. of processing fees, bid form fee and bid security.
  - (c) Scanned copy of all relevant document as per bid document and check-list.
35. In case of dispute regarding interpretation of any terms and condition in the bid document the same should be got clarified by the bidder before submitting the bid. Decision of the management shall be final and binding on all the bidders. Any request for change in any conditions/quoted price or inclusion of any documents etc. after submitting the bid document unless called for by written, fax or mail shall not be entertained.
36. Execution of agreement- The bidder shall execute the agreement on a non-judicial stamp of specified value at its cost.
37. Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item at reduction centers or any place even after the final payment. If qualities of supplied goods are not found up to the mark, rejected **glass bottles & nips** can be deformed ([विकृत करना](#)) and same may be given to supplier. If the supplier would not take the rejected goods within 15 days, then company is free to destroy the same on the cost of supplier. The suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
38. Recovery: Recovery for unsupplied quantity against supply schedules shall be 10% + 18% GST of total value of unsupplied quantity.
39. If any supplier fails to supply as per given supply schedule in consequent three months period without any satisfactory reason, then agreement could be terminated and his security amount will be forfeited with 18% GST.
40. Calculation of LD: If supplies are taken at more than one place during one supply schedule then total supplies received at various places during the period of supply schedule shall be considered for calculating liquidated damages.
41. In case of loss of production due to non-supply of new glass bottles/nips the actual loss accountable against such idle manpower shall be recovered from such supplier.
42. The supplier shall have to strictly adhere to timely supply schedule. In case of non-maintaining supply as per monthly schedule and shortage of material and material, may be procured from any source at any point of time at the risk and cost of the supplier under clause 15 {Note (iii) of General conditions of bid and contract}
43. Cancellation: In case RSGSM do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained.
44. Management reserves the right to reject the bid of suppliers whose report have been found unsatisfactory any time during the supply contract or bidders who have been debarred for any reason anytime during the supply contract. Any manufacturer found manufacturing illicit new glass bottles of RSGSM print is liable for legal action by the company.
45. Any duty, taxes etc. paid at the time of purchase shall be refunded to us in the event of the same being held to be not payable.
46. The supply schedule for quantities shall be given from time to time as per requirement.
47. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages.
48. Income tax, other taxes shall be deducted at source from suppliers' bills, if applicable and no reimbursement of the same shall be made by RSGSM.

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49. In case of any deviation in special terms and conditions from general terms & conditions, then the special terms and conditions shall prevail upon.
50. Schedule for supply of subject matter of procurement may be issued to successful bidder even on the last day of existing rate contract / agreement. In such cases the supply shall be made by bidder in due course.
51. Variation in quantity: Variation up to  $\pm 1\%$  shall be allowed in total quantity to be supplied for the purpose of completion of the supply order. Any short supply shall be initiated to the bidder and it shall be given opportunity to fulfill the same in next schedule.
52. The glass bottles shall be clean, free from pin holes, particles of foreign matter and un dispersed raw material. Certificate to this effect shall have to be furnished by the manufacturer with each run taken by them.
53. The bidder firm should have average annual turnover of 5 crore in last 3 financial year i.e. 2019-20, 2020-21, 2021-22, 2022-23. If the final accounts of 2022-23 are not audited, the bidder firm may submit turnover of 2022-23 along with CA certificate. [attach audited report and CA certificate].
54. Successful bidder has to deposit work performance security @ 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.

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

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If it has any doubt about the meaning of any term, condition or specifications etc. he should refer to officer in charge and get clarification. The decision of the company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that individuals signing the bid must specify as follows :-
  - a. Whether signing as "sole proprietor of the firm?"
  - b. Whether signing as registered active partner of the firm?
  - c. Whether signing for the firm on the basis of power of attorney?
  - d. In case of companies and registered firms, whether signing as secretary, manager, partner, director, etc. The authorized signatory shall will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST act, where its business is located, may not be eligible for bid. The GST registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, its bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. distillery/ warehouses of reduction centers.
6. The bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The bidder should sign and upload bid form at the end of each page as token of his acceptance of all the terms and conditions of the bid.
8. **Bid Security -**
  - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
  - 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 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 securing declaration 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.

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

## 9. Performance security-

- a) Performance security shall be solicited from all successful bidders except the department's of the state government and undertakings, corporations, autonomous bodies, registered 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 five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be one 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 two percent of the amount of supply order.



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- c) Performance security amount exceeding Rs.10.00 lac shall be furnished in any one of the following forms-
- i) Bank draft or banker's cheque of a scheduled bank;
  - ii) Bank guarantee/s of a scheduled bank shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
  - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the director in charge in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

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

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security 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.
- 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**

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revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

14. The bids should be submitted along with samples, if required.

## **15. Liquidated Damages:**

- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without 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 :**

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

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v. 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 from RSGSM empanelled arbitrator from below list appointment of an arbitrator shall be done mutually agreed by both the parties :-

क्र.स.	मध्यस्थ (Arbitrator) का नाम
1.	जस्टिस आलोक शर्मा, सेवानिवृत्त न्यायाधिपति राजस्थान उच्च न्यायालय, जोधपुर/ जयपुर
2.	जस्टिस महेन्द्र माहेश्वरी, सेवानिवृत्त न्यायाधिपति राजस्थान उच्च न्यायालय, जोधपुर/ जयपुर
3.	जस्टिस चतरा राम जाट, सेवानिवृत्त न्यायाधिपति राजस्थान उच्च न्यायालय, जोधपुर/ जयपुर
4.	श्री महावीर प्रसाद शर्मा, (सेवानिवृत्त आई.ए.एस.)
5.	श्री सुरेन्द्र कुमार सोलंकी (सेवानिवृत्त आई.ए.एस.)
6.	श्री दिनेश चन्द्र जैन (सेवानिवृत्त आई.ए.एस.)
7.	श्री अनूप सकसैना, सेवानिवृत्त न्यायाधीश (डिस्ट्रिक्ट जज)
8.	श्री जमनलाल जांगिड (सेवानिवृत्त) राजस्थान लेखा सेवा
9.	श्री जी.डी. व्यास (सेवानिवृत्त) राजस्थान लेखा सेवा

The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.

19. If the bidder resiles from his offer or offers new terms after opening of the bid, its bid security is liable to be forfeited with 18% GST.
20. **Procuring entity's right to accept or reject any or all bids-** The procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
  - (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
  - (ii) the financial bid containing financial aspects including the price.
23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

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

Any person participating in a procurement process shall -

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

### **Conflict of Interest:-**

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

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

i. A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

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

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## **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

# Rajasthan State Ganganagar Sugar Mills Limited

## 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

# Rajasthan State Ganganagar Sugar Mills Limited

- (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.

Doc1

# Rajasthan State Ganganagar Sugar Mills Limited

FORM No. 1

[See rule 83]

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

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

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

### 1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. .... Grounds of appeal:

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

7. .... Prayer:

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

Place .....

Date .....

Appellant's Signature

Doc1



# Rajasthan State Ganganagar Sugar Mills Limited

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 Limited

## List Of Reduction Center Of RSGSM

### Annexure -E

S. No	Name of Reduction center for supply of <u>Country Liquor bottles</u>	Name of Reduction center for supply of <u>Rajasthan Made Liquor bottles</u>
01.	Jhotwara (Jaipur)	Jhotwara (Jaipur)
02.	Sikar	-
03.	Jhunjhunu	Jhunjhunu
04.	Ajmer	Ajmer
05.	Bhilwara	Bhilwara
06.	Udaipur	Udaipur
07.	Mandore (Jodhpur)	Mandore (Jodhpur)
08.	Sirohi	Sirohi
09.	Bharatpur	Bharatpur
10.	Sawaimadhopur	Sawaimadhopur
11.	Alwar	Alwar
12.	Dholpur	
13.	Kota	Kota
14.	Bundicity	
15.	Baran	
16.	Hanumangarh	Hanumangarh
17.	Khara, (Bikaner)	Khara, (Bikaner)

# Rajasthan State Ganganagar Sugar Mills Limited

Annexure 'F'

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

## Manufacturer's Authorization

NIB RSGSM/NGB/RC/2023-24/PUR/02

Date 25.04.2023

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 item manufactured by us \_\_\_\_\_ and to subsequently negotiate and sign the Contract.

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

Name \_\_\_\_\_

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

Signed \_\_\_\_\_

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

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

Date \_\_\_\_\_

Annexure 'G'

### Technical Bid Submission Sheet

Nib. No. RSGSM/NGB/RC/2023-24/PUR/02

Date 25.04.2023

To,  
The DGM Purchase  
RSGSM Ltd.  
Jaipur

# Rajasthan State Ganganagar Sugar Mills Limited

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 New Glass Bottles.
- 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 Deposit in the amount of 5% of the Contract Price or Performance Security Deposit 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: \_\_\_\_\_

# Rajasthan State Ganganagar Sugar Mills Limited

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.

(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 .....

# Rajasthan State Ganganagar Sugar Mills Limited

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 one half but not exceeding three fourth of the prescribed delivery period.	7½% + 18% GST
d)	Delay exceeding three fourth of the prescribed delivery period.	10% + 18% GST

**Note :**

- (i) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
  - (ii) The maximum amount of agreed liquidated damages shall be 10% + 18% GST
  - (iii) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- (2) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.
- In witness whereof the parties hereto have set their hands on the..... day of .....201.....

**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

# Rajasthan State Ganganagar Sugar Mills Limited

Annexure -I

## CHECK LIST (TECHNICAL BID)

### To be filled by the bidder

(Information to be provided along with the bid document & requisite bid security. Without bid security the bid shall not be considered for evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1)	Name of the bidder	_____	
2)	Name of the owner (Enclose verification from respective bank/ partnership Deed/Memorandum of Articles and Association etc.)	_____	
3)	Address: - (1) Office Address, Phone No, Fax No, Email  (2) Factory Address Phone No, Fax No, Email	_____ _____ _____ _____ _____	
4)	Manufacturer (Enclose certified copy of certificate issued by industries department/MSME)		
5)	If registered with the Industries Department/MSME of Rajasthan (kindly indicate Udhog Aadhar Memorandum and registration certificate of Rajasthan Industries Department/MSME) (Enclose Copy)		
6)	Factory owned or taken on lease/ rent (Copy of Ownership / Lease Deed registered with competent authority/ Rent agreement)		
7)	Power/ Electric Connection (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)		
8)	GSTN (Registration with the State/Central Tax Department) (Enclose copy of certificates of GSTN)		
9)	Income Tax Permanent Account No. (Enclose copy of PAN)		
10)	Offered item	<div>New glass nips 180 ml</div> <div>New glass bottles 750 ml</div> <div>New glass nips 180 ml (Whisky &amp; Rum)</div> <div>New glass nips 180 ml (Vodka &amp; Gin)</div> <div>New glass bottles 750 ml (Whisky &amp; Rum)</div> <div>New glass bottles 750 ml (Vodka &amp; Gin)</div>	
11)	Bid security amount		
12)	Affidavit as per annexure 'B' of bid document (on rupees 100 non-judicial stamp duly notarized)		
13)	List of plant and machinery installed in the factory along with the purchase price, date of purchase and quantity <b>LIST OF MACHINERIES</b> 1. ....		

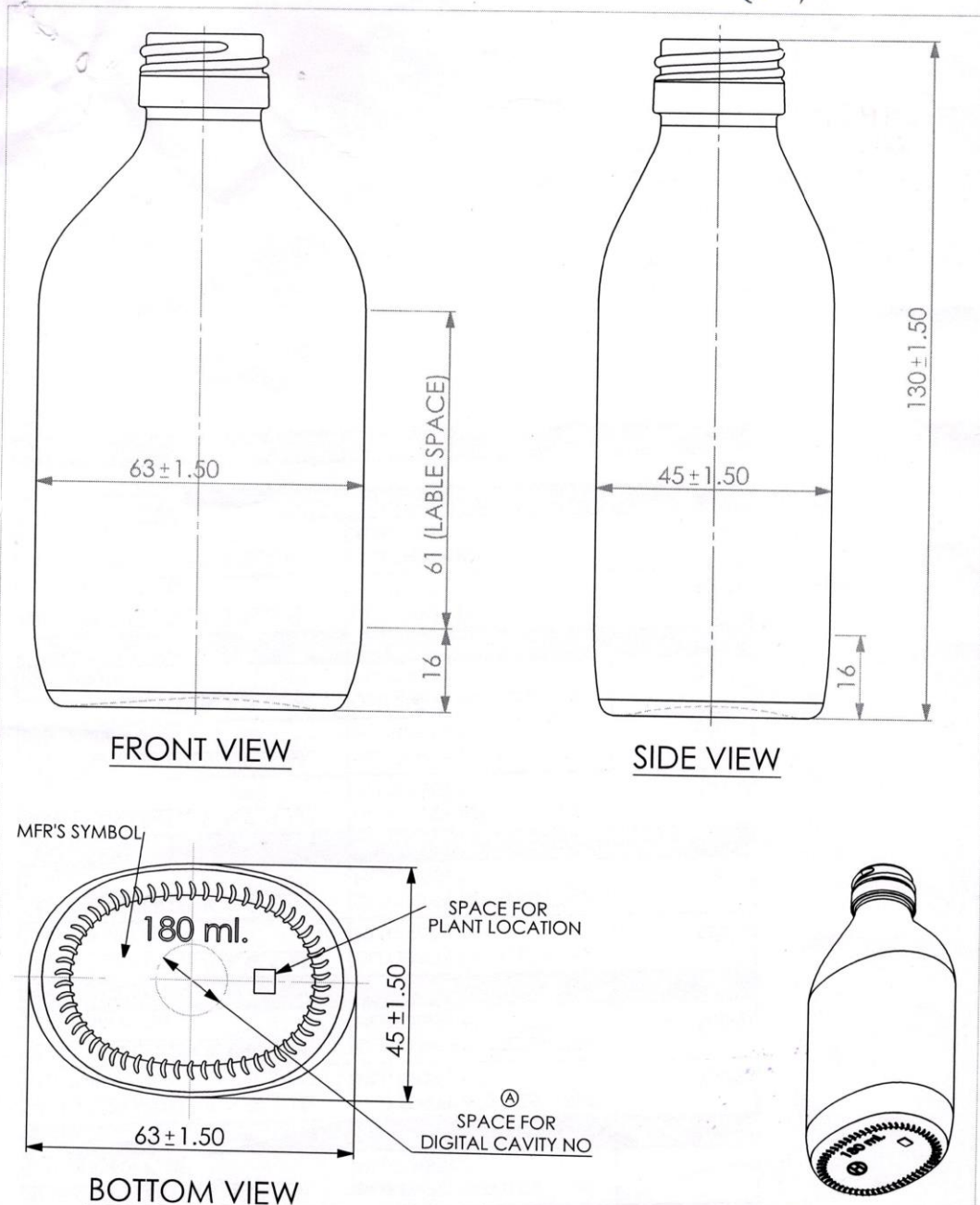
# Rajasthan State Ganganagar Sugar Mills Limited

	2. .... 3. .... 4. .... 5. .... 6. .... (All machineries should be in the factory premises in working condition. The bidder shall not assign or sublet his contract or any part thereof to any other agency)		
14)	a) <b>Production capacity</b> ii) <b>Per day</b> iii) <b>Per Month</b> b) <b>Whether work orders of Government/Autonomous bodies/ Private firms under which supply has been made in each year for last two years enclosed.</b>		
15)	a) <b>Whether the bidder has submitted its turnover?</b> b) <b>If yes whether the turnover is of average 5.00 crore per year in last three financial years?</b> c) <b>Whether in support of turnover, bidder has submitted copy of last 3 previous year complete audited report?</b> <p style="text-align: center;"><b>OR</b></p> d) <b>A certificate from CA in respect of the turnover is of average 5.00 crore per year in last three financial years.</b>		



# Rajasthan State Ganganagar Sugar Mills Limited

Annexure:J



ALL DIMENSIONS ARE IN MILLIMETERS

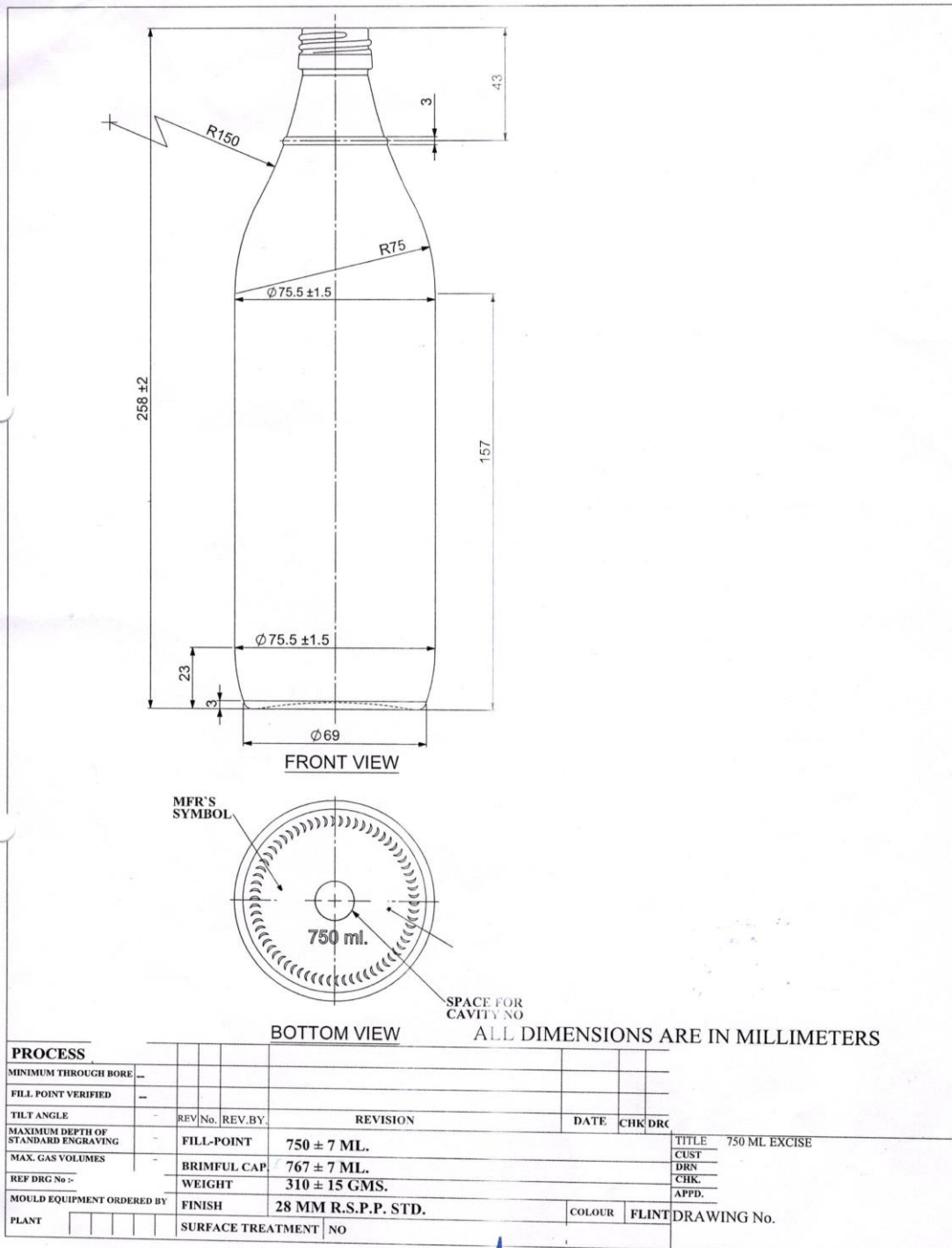
PROCESS									
MINIMUM THROUGH BORE	-								
FILL POINT VERIFIED	-			DIGITAL CAVITY NO ADDED					
TILT ANGLE	-	No.	REV.No.	REVISION		DATE	BY	CHK	
MAXIMUM DEPTH OF STANDARD ENGRAVING	-	FILL-POINT							
MAX. GAS VOLUMES	-	BRIMFUL CAP.		188.0 $\pm$ 3.5 ML.					
REF DRG No :-		WEIGHT		105 $\pm$ 8.0 GMS.					
MOULD EQUIPMENT ORDERED BY		FINISH		25 MM. R.S.P.P. STD.					
PLANT		SURFACE TREATMENT		NO		COLOUR		FLINT	
						C.C. NO.		DRAWING No.	

TITLE 180 ML STD. ULTRA BOTTLE  
CUST GENERAL MARKET  
DRN  
CHK  
APPD.

JITENDRA SINGH  
Dy. G.M. (P&S)

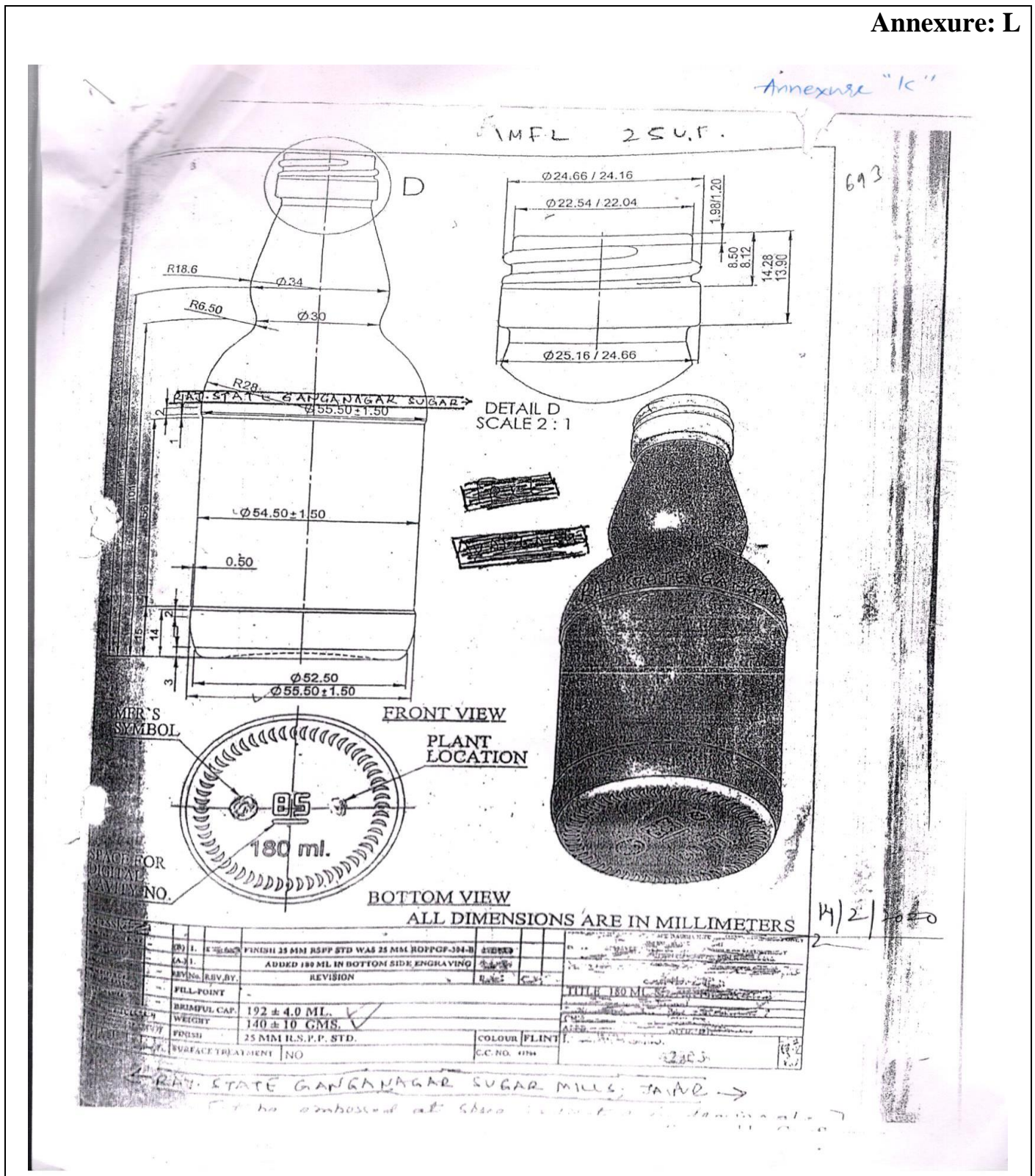
# Rajasthan State Ganganagar Sugar Mills Limited

Annexure:K



# Rajasthan State Ganganagar Sugar Mills Limited

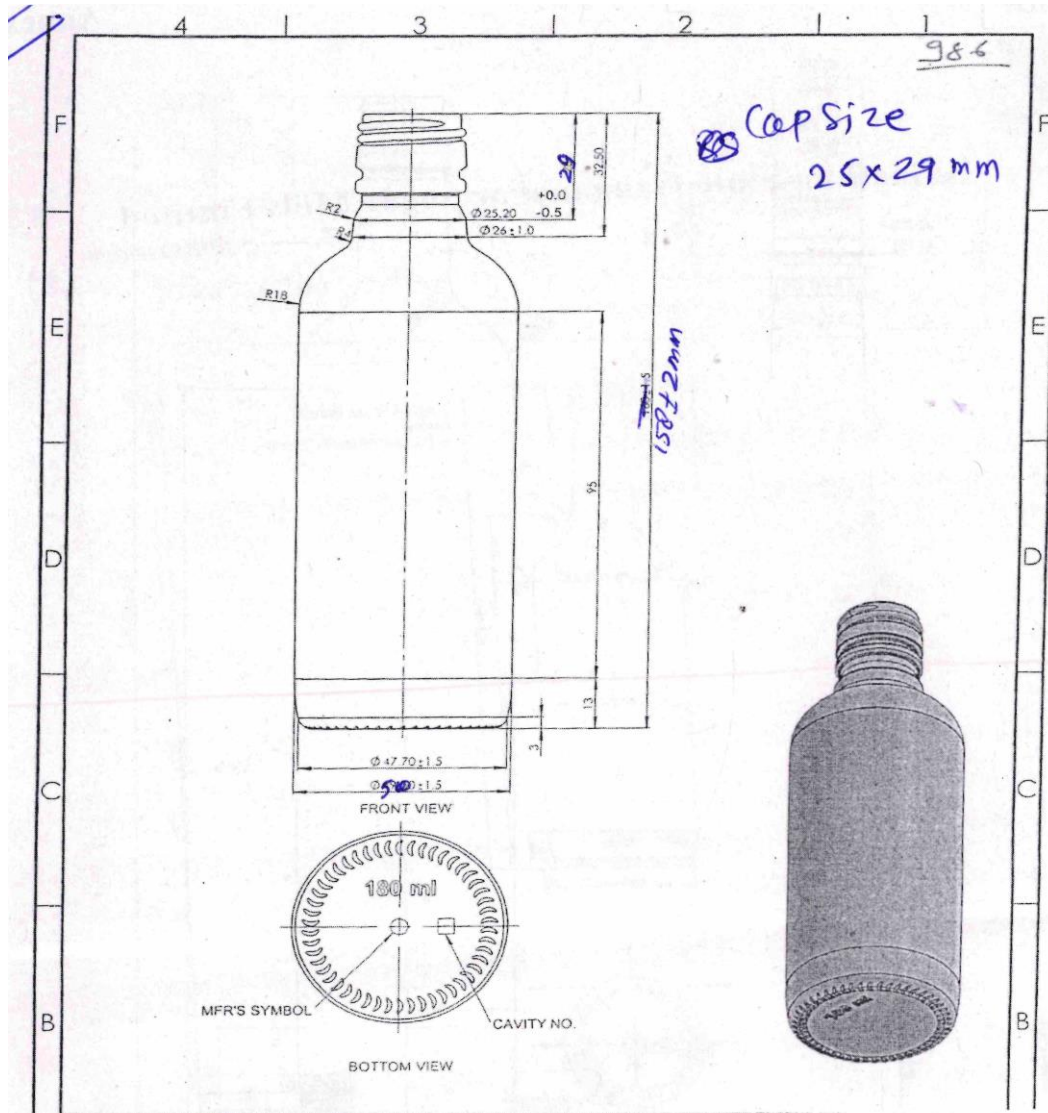
Annexure: L





# Rajasthan State Ganganagar Sugar Mills Limited

Annexure: M



# Rajasthan State Ganganagar Sugar Mills Limited

Annexure: N

Annexure "L"

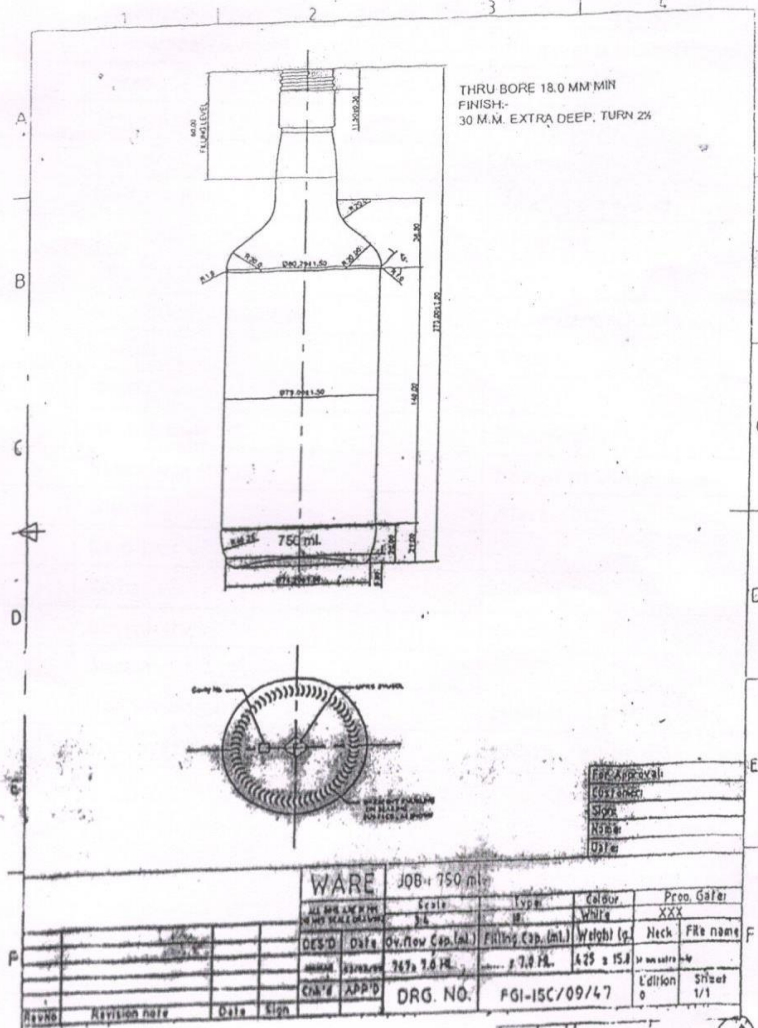
Rajasthan State Ganganagar Sugar Mills Limited

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Annexure-1

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# Rajasthan State Ganganagar Sugar Mills Limited

Annexure:O

