



Rajasthan State Ganganagar Sugar Mills Limited

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

JAIPUR - 302006 –RAJASTHAN

Phone: 0141-2740841 website : www.rajexcise.gov.in

Short Notice Inviting e-Bid

FOR

PROCUREMENT OF COUNTRY LIQUOR

(Year 2019-20)

Single Stage

Two Part Bid

Part I

TECHNICAL BID

(To be submitted duly filled along with the Bid)

NIB. NO. RSGSM/CL/ Open Competitive Bid/2019-20/ Pur/35

Date 22.02.2019

Pre-Bid Meeting	:	On 25.02.2019 at 3.00 PM
Start Date of Submission of Bid	:	From 26.02.2019 at 11.00 AM
Last Date/Time For Download of Bid Document	:	Till 28.02.2019 up to 6.00 pm
Last Date/ Time of Upload of the Bid	:	Till 28.02.2019 up to 6.00 Pm
Price of Bid Document	:	Rs. 1180/- Including GST
Processing fee for E-Procurement charges	:	Rs. 1000/-
Date and time of opening of the Technical Bid	:	On 01.03.2019 at 3.00 PM
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 email ID : purchasersgsm@gamil.com
Short Notice Inviting E-Tender

NIB. NO. RSGSM/CL/ Open Competitive Bid/2019-20/ Pur/35

Date 22.02.2019

1. Single Stage Two part unconditional online e-Bids are invited for the procurement of Country Liquor from reputed **running distilleries/ bottling plants** located in Rajasthan manufacturing and supplying of Plain (A Grade Rectified Spirit based) country Liquor of 40 UP, 50 UP & 60 UP in sealed Nips (180 ml) for the period from 1st April, 2019 to 31st March, 2020 on F.O.R. basis at various Depots of Rajasthan State Ganganagar Sugar Mills Limited up to 6.00 PM of 28.02.2019. as listed below :-

S. NO.	Name of Article	Specifications	Quantity	Amount of Bid Security (in Lac Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	Country Liquor	Country Liquor of 40 UP, 50 UP & 60 UP in sealed Nips (180 ml)	As per Excise Policy mentioned in tender condition No. 34	10.00 Distillers 8.00 Bottlers	90 days	As per Annexure-E

2. Open bids are invited for Annual rate Contract for financial year 2019-20.
3. The Bidders may also upload details of their backup/offered services etc.
4. Bidding Document can be seen at website www.rajexcise.gov.in, <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website eproc.rajasthan.gov.in and <http://sppp.rajasthan.gov.in>. The cost of bid document may be paid through DD to RSGSM before the scheduled time of submission of the Bid.

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

क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन 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 फॉर्मेट 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।

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- घ कोई भी बिड इलेक्ट्रॉनिकी फॉर्मेट 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 वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त 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 कम्पनी मुख्यालय में ऑफलाईन केवल बिड दस्तावेज शुल्क, बिड प्रसंस्करण शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं बिड दस्तावेज में चाहे गये मूल शपथ पत्र बिड प्रस्तुत करने की अन्तिम दिनांक एवं समय से पूर्व आरएसजीएसएम, मुख्यालय, जयपुर में प्रस्तुत किया जाना आवश्यक है। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही बिडर यह भी सुनिश्चित करें कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को अयोग्य घोषित किया जा सकेगा।

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 4th FLOOR, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR-302006

Ph.:0141-2740841 Fax: 0141-2740676, E-mail ID: rsgsmlimited@yahoo.in

NIB. NO. RSGSM/CL/ Open Competitive Bid/2019-20/ Pur/35

Date : 22.02.2019

Short Notice Inviting e-Bid

e-Bids are invited from presently operated distilleries/bottling plants located in Rajasthan for supply of country liquor up to 6.00 PM of 28.02.2019 for procurement of Country Liquor. Details may be seen in the Bidding Document on our website <http://rajexcise.gov.in/>, <http://sppp.rajasthan.gov.in>. This bid shall be processed through e-procurement portal <http://eproc.rajasthan.gov.in> of Govt. of Rajasthan. Further updates about the bidding will be available only on above websites therefore interested bidders are advised to visit above websites regularly for updates.

Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

Instructions to Bidders:		
1.	NIB No.	NIB. NO. RSGSM/CL/ Open Competitive Bid/2019-20/Pur/35
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	Country Liquor for F. Y. 2019-20 (From 1 st April, 2019 to 31 st March 2020)
4.	(i) The price of the Bidding Document	Rs. 1180/- Including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	(ii) e - bid Processing Fees	Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5.	Procuring Entity's address (For clarification purposes only)	Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email Id : purchasersgsm@gmail.com
6.	The Pre-Bid Meeting	On 25.02.2019 at 3.00 PM
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 dead line for submission of Bids
10.	Bid Security	The amount of Bid Security shall be 10.00 Lakhs for Distillers and 8.00 Lakhs for Bottlers through Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, should reach at Head office, Jaipur up to 6.00 PM on 28.02.2019.
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm.
12.	Downloading of Bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 PM on 28.02.2019
13.	Submission of Bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 PM on 28.02.2019 · Electronic submission of Bid is mandatory.

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		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 03.00 PM on 01.03.2019 (on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(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	Rs. 25 Lakhs by Distillers / Rs. 20 Lakhs by Bottlers should be deposited within 15 days from the date of issue of letter of acceptance (LOA)/ at the time of execution of agreement.
17.	<i>Appellate Authority</i>	First: Board of Directors, RSGSM Ltd., Jaipur Second: Add. Chief Secretary/ Principle Secretary Finance, Finance Department, Sectt., Jaipur

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 there of 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 : _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- Mail ID : _____

Mobile : _____

Website if any : _____

Statuary Details

GSTIN : _____

PAN : _____

Bid Processing Fee DD/BC No. & Amount : _____

Bid Fee DD/BC No. & Amount : _____

Bid Security DD/BC 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)

नोट : उक्त सभी प्रविष्टियां पूर्ण व अनिवार्य रूप से भरें।

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SPECIAL TERMS & CONDITIONS FOR PROCUREMENT OF COUNTRY LIQUOR

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

01. The Bidder should be a distiller/ Bottlers holding valid license for distillery/Bottling Plant from the competent authority and the distillery should have a distillation plant in Rajasthan to manufacture Rectified Spirit/ ENA. The F.O.R. rate (per case) given in the bid document for supply of 40 UP, 50 UP & 60 UP Plain (Rectified Spirit based) & 40 UP, 50 UP ENA based Country Liquor in sealed Nips (180ml). **Offered rates & quantity in cases per month must be quoted separately for Pet Nips & Glass Nips of Rectified Spirit/ENA category wise i.e. 40 UP, 50 UP, 60 UP.**
02. As per the Excise Policy 2019-20 the entire supply of Country Liquor (i.e. 100%) has been assigned to RSGSM. Therefore RSGSM has to purchase Country Liquor from running private distilleries/ bottlers, situated in Rajasthan to procure proper quality of Country Liquor for supply.
03. The rates must be offered F.O.R. at RSGSM Depots for supply of Country Liquor (40 UP, 50 UP & 60 UP) duly packed & sealed as per excise policy in Glass/PET bottles.

(In Rupees)

SN	Item Description	Offer rates per case *	Sale Price per Case *
1	Country Liquor 40 up In Glass Bottle (RS Based)	398.46	445.00
2	Country Liquor 40 up In Pet Bottle (RS Based)	371.93	415.00
3	Country Liquor 40 up In Glass Bottle (ENA Based)	411.72	460.00
4	Country Liquor 40 up In Pet Bottle (ENA Based)	385.19	430.00
5	Country Liquor 50 up In Pet/ Glass Bottle (RS Based)	354.25	395.00
6	Country Liquor 50 up In Pet/Glass Bottle (ENA Based)	365.74	408.00
7	Country Liquor 60 up In Pet/ Glass Bottle (RS Based)	287.93	320.00

Note:

- i. ***Offer rate will be base rate for billing and 10% VAT will be paid extra.**
 - ii. **Margin profit allowed to RSGSM is 13.10% on offered price. (For calculation of margin profit, bottling fees shall be excluded from issue prices)**
 - iii. **वर्तमान में 2018-19 देशी मदिरा के फ्रेन्चाईज अनुबंध के आधार पर देशी मदिरा बोतल भराई करने पर रु. 5.00 प्रति बल्क लीटर की दर से बोटलिंग फीस देय है। इस फीस को (2019-20) बढ़ाकर रु. 7.00 प्रति बल्क लीटर निर्धारित किया गया है।**
 - iv. **देशी मदिरा के निर्गम मूल्य में एथेनॉल/स्पिरिट की बढ़ती मांग व मूल्य की दशा में आवश्यक होने पर संशोधन राज्य सरकार द्वारा किये जा सकेंगे।**
04. The Director In charge, RSGSM shall finalize the offer of various distillers/ bottlers received for supply of Country Liquor.
 05.
 - (a) The bidder should have an Excise license valid up to minimum 31st March, 2020. Distillery/ bottling plant must be operational (A certified copy of such license or related such substantial documents shall be submitted with the Bid).

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- (b) The bidder will mention the production & bottling capacity of their Distillery/ bottling plant on per day and per month basis.
- (c) The country Liquor produced and supplied should meet the following specifications:-
- (i) Rectified Spirit used for manufacture of Country Liquor should be of A Grade as per IS Specification.
 - (ii) **The supply of country liquor in the following varieties will be made as per prescribed ratio indicated against each (in BL):-**
 - a) 50 UP & 60 UP in PET/Glass Bottles - Minimum 40% of the total issue
(Monthly basis)
 - b) 40 UP (Glass/Pet) – Up to 60% of total issue
(PET/Glass Bottles)
 - (iii) निजी डिस्टिलरी एवं बोटलिंग प्लांट द्वारा देशी मदिरा की कुल आपूर्ति का न्यूनतम 15 प्रतिशत आपूर्ति ग्लास पात्रों में की जायेगी।
 - (iv) विभिन्न जिलों में ग्लास पात्र में मदिरा की मांग के अनुरूप आपूर्ति निजी उत्पादनकर्ताओं द्वारा नहीं किये जाने की स्थिति इसकी आपूर्ति राजस्थान स्टेट गंगानगर शुगर मिल्स द्वारा की जावेगी। जिसके लिये निजी उत्पादनकर्ता से रुपये 50 प्रति कार्टन की दर से राशि राजस्थान स्टेट गंगानगर शुगर मिल्स द्वारा वसूल की जायेगी।
 - (v) **For PET Nips the grammage of the Nips should be minimum 9 to 10.5 Gms and brimful capacity 194 ± 2 made out of .80IV made of a good quality (food grade) material. Quality of PET Nips should be as per IS Specification 14537:1998. Distillers/Bottlers Shall Provide a affidavit in this regard.**
 - (vi) **For Glass Nips the grammage should be minimum 130 grams of a good quality glass nips should be as per IS Specifications 1662:1974 as amended time to time. Word "C. L. RAJASTHAN" and name of supplier (Distiller/Bottler) shall be embossed/ engraved/Jet Printed on each glass/ pet bottles.**
If Pet/Glass bottle does not conform is specification as mentioned above, then case will be referred to Excise Commissioner. Any Penalty imposed by Excise Commissioner will be borne by supplier.
If Pet/Glass Bottles having embossed word C.L. Rajasthan And RSGSM is taken in use by any bidder, legal action shall be taken by RSGSM against such Distillers/ Bottlers.
 - (vii) **The Country Liquor in PET/ Glass bottles (Nips) shall be supplied to RSGSM Depots as per OFS within prescribed time period.**
 - (viii) Packing material of good quality shall be used. If there is any loss due to inferior Quality packing material the supplier shall bear such losses.
 - (ix) 40 Up Country Liquor Shall be provided in Red Colour ROPP Seals and Labels. 50 Up and 60 Up Country Liquor shall be provided in Blue Colour ROPP Seals and Labels.
 - (x) No transit wastage/ Breakages shall be allowed. Filled Nips of Country Liquor shall be supplied with proper seal, label etc. as per design and specification approved by Excise Department duly packed in carton boxes.
 - (xi) Rates should be quoted as single rate on F.O.R. basis at various depot of RSGSM Ltd., situated in Rajasthan for a period from 1st April, 2019 to 31st March, 2020. The rates shall remain FIRM during above period subject to orders issued otherwise by GOR.
 - (xii) The manufacturer shall abide by all the provisions of Excise Act and Rules
 - (xiii) Supplier's name should be mentioned on every corrugated boxes of Country Liquor in Bold letters conspicuously.

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- (xiv) Word 'CL-RAJASTHAN' and name of supplier (Distiller / Bottler) shall be embossed/ engraved **Jet Printed** On each Glass/ PET bottles.
- (xv) Labels of 40 UP Country Liquor shall be conspicuous (सुस्पष्ट) printed with words (Strong Liquor) "स्ट्रॉंग मदिरा"
- (xvi) Labels of all brands of Country Liquor shall be printed with words :-

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

06. RSGSM shall have the right to allocate the quantity of Country Liquor and destinations as per its requirement by issuing OFS (Order for Supplies).
07. In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally
08. **Inspection :** The RSGSM Ltd. is at liberty to carry out sudden inspection of the factory/ works of the Supplier before or during the supply contract without prior intimation.
09. **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 whatsoever of the supplier shall be entertained.
10. **Testing:** The random sample for testing of supplied Country Liquor shall be taken and necessary testing shall be done at Laboratory of RSGSM or Excise Department or any reputed Pvt. Lab.
11. In the event of any breach of conditions of the contract at any time on the part of the supplier, the contract may be terminated summarily by the Director In charge with such conditions as may be deemed fit.
12. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur City only.
13. Distilleries/ Bottling Plant should mention their Brand Names of country Liquor and also mention the name of their franchise along with the capacity and provide copy of latest agreement with the franchisee.
14. **FORCE MAJEURE:**
If Government imposes any restriction on the supply, matter shall be considered under Force Majeure Clause.
15. In case of shortage of Supply of Country Liquor from within the State of Rajasthan. The state Government can permit import of Country Liquor from outside the State.
16. Orders for Supplies (OFS)
- 16.1 Supplies to the RSGSM shall be based on the OFS issued by it online. The RSGSM shall issue OFS based on the stock requirement of depots after duly considering the quantity held, the sales trend and requests of the Supplier, if any. To facilitate the process, the supplier may indicate the requirement of its brands and packs in various depots. However, the RSGSM reserves its right to decide the quantity for which OFS can be issued. Special requests or difficulties faced by the Supplier regarding issue of OFS may be addressed to the General Manager.
- 16.2 Validity of OFS should be 12 days however if the last day of OFS validity comes on official holiday. Then validity of OFS would be next working day automatically. The OFS shall be a digitally signed by the authorized signatories of the company.
- 16.3 The maximum limit of OFS should be 1250 cartoon/Boxes of C.L. and minimum limit should be not less than 625 cartoon.

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

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

However, these rates may be revised by the Director Incharge from time to time.

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

- 16.5 If the consignment reaches after the validity period, the validity of OFS will be extended with the penalty of Rs. 2000/- per day per OFS.
- 16.6 Repeated lapse of supplies against OFS without valid reasons may result into reduction of quantity sourced and may also attract other penalties that the RSGSM may specify from time to time.
- 16.7 In case the supplies are not affected against any OFS and the same is submitted to RSGSM for cancellation, the same shall be cancelled on payment of a fee of Rs. 5,000/- per OFS.
17. The quality of Country Liquor to be supplied by Distillers/ Bottlers should conform to specifications prescribed by RSGSM and Excise Department. If the Country Liquor supplied is found to be spurious/ not fit for human consumption, the supplier shall be responsible for all damages that might accrue directly or indirectly to the consumer/ RSGSM, if any.
18. If the quality of Country Liquor to be supplied by distillers and bottlers are not found as per specification, the rejected goods may be taken back within 60 days otherwise a demurrage charges @ Rs. 2.00 per day per cartoon from the date of rejection will be charged up to the date of taken back. The demurrage charges will be deducted from their payments.
19. If any supplier submit application for issue of inter depot transfer order the supplier shall be required to deposit fee @ Rs. 2.00/- per cartoon subject to minimum of Rs. 200/- per transfer order quantity or as decided by director in charge from time to time. However as regards extension and cancellation of transfer order quantity, the fees prescribed for extension / cancellation of OFS as mention in relevant paras shall be applicable.
20. If the supplied quantity will not be sold out within the period of five months from the date of receipt, the supply will have to take back otherwise after above period demurrage charges will be recovered @Rs. 1.00/- per day per cartoon.
21. The invoice of the Distiller/Bottler shall be accompanied by the following documents and shall be submitted to the receiving depot.
- (i) The copy of OFS issued by the RSGSM.
 - (ii) Copy of the permits issued by the Excise Department;
 - (iii) Transport Bilty;
 - (iv) If applicable, a statement of the excise adhesive labels / holograms with details of unique identifying numbers (for each bottle) of the carton boxes delivered.
 - (v) Batch wise details of quantity of dispatch conforming.
 - (vi) Fit for human consumption certificate will be issued by officer In-charge of Excise Department and Lab Chemist of distillery/ Bottler concerned before issue of supply to RSGSM depots.
22. Supplier may please note that the consignment would not be unloaded in the receiving depot if the requirements indicated at **sr. no. 21** of this document are not full fill.

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23. **Quantity & supply schedule:-** The supply of Country Liquor shall be made by Private distillers/ bottlers as per OFS to be given separately from time to time. The ordered quantity can be increased/ decreased at the discretion of RSGSM & the supplier shall have no claim whatsoever on this account.
24. **Specification :-** The Country Liquor to be supplied should confirm to specification prescribed by RSGSM and Excise Department. It should be fit for potable use and the strength of Country Liquor shall be as per requisition/order (i.e. 40⁰ UP, 50⁰ UP & 60⁰ UP.) Certificate issued by concerned Excise Office regarding its fitness for human consumption shall be furnished with each consignment. In case said certificate(s) are not sent along with each consignment, the consignment shall not be accepted by RSGSM. If the Country Liquor so supplied by the supplier is found at any stage to be spurious/or not fit for human consumption the entire consignment shall be rejected at the risk and cost of the supplier and the supplier shall be responsible for any legal/ criminal proceedings arising there from and also damages that might accrue directly or indirectly to the consumer/ RSGSM, if any.
25. In case of theft during transportation, supplier should lodge an FIR and a copy of the same should also be made available to concern depot and Head Office of RSGSM along with the other documents and make a request to concern depot to enter necessary entries against OFS for zero MIS.
26. **Risk & Cost :-** In case of inability to supply the ordered quantity in full/part, which may cause loss to RSGSM in procurement of the Country Liquor from other sources, it will be done at suppliers risk and cost without prior notice.
27. **Payment :-Generally** 100% payment shall be released on weekly basis by RTGS from Head Office after receipt of verification on line from respective Depot & Unit Office on sale of consignment of Country Liquor to licencees. Remittance charges on payment made to Supplier through RTGS will be borne by the Supplier unless specifically agreed to by the RSGSM..
28. **Liability on account of excess wastage etc. :-** All excise rules and regulations and other regulations that are in force at the time of manufacture and delivery of the goods or may be in force at the time of actual supply, shall be applicable on the supplier. If any liability arises on RSGSM on account of excess wastage, loose strength of Country Liquor or on account of any violation of Excise regulation and/ or any other Government regulation, the same will be recovered by the Supplier and it shall be the responsibility of the supplier to indemnify RSGSM by those amounts or otherwise get it waived off from the appropriate authorities, within reasonable time.
29. **Insurance :-** Insurance of material in transit shall be arranged by the supplier at his own cost.
30. **Tax deduction at source :-** Income tax and service tax deduction will be made at source at the rates notified by the Central Government from time to time if applicable on the supply contract.
31. **Bid Security/Performance Security :-**Distillers shall have to deposit Bid Security Rs. 10.00 lacs (Rs. Ten lacs) & Bottlers Rs. 8.00 lacs (Rs. Eight Lacs)by way of Bankers cheque or Demand draft in the name of Rajasthan State Ganganagar Sugar Mills Ltd., payable at Jaipur. Offers without Bid Security tender shall not be accepted. Successful Distillers shall have to deposit a sum of Rs. 25.00 lacs (Rs. Twenty Five Lacs) & Bottlers Rs. 20.00 lacs (Rs. Twenty Lacs) as Security deposit. Bid Security will be adjusted against Performance Security. This shall be returned after successful completion of the contract. In case of non-fulfillment of the contract, the security amount deposited can be forfeited in full or in part. Decision of the Director In-Charge in the regard shall be final. No interest shall be paid on such deposit. No adjustment of any previous balance against security will be allowed.
32. Any duty, Tax etc, paid at the time of purchase shall be refundable to RSGSM if the same is found not to be payable afterwards.

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33. A bottler who have a bottling and a valid license and fulfill other formalities shall also be eligible to participate in the tender. The proof of technology and investment must be submitted with the tender.
34. आबकारी नीति वर्ष 2019-20 के अनुसार वर्ष 2019-20 में देशी मदिरा आपूर्ति का अनुपात राजस्थान राज्य गंगानगर शुगर मिल्स का अधिकतम 43 प्रतिशत तथा निजी डिस्टिलरीज एवं बोटलिंग प्लांट का संयुक्त रूप से न्यूनतम 57 प्रतिशत होगा। निजी डिस्टिलरीज एवं बोटलिंग प्लांट के संयुक्त रूप से न्यूनतम 57 प्रतिशत हिस्से में से निजी बोटलिंग प्लांट का हिस्सा न्यूनतम 12 प्रतिशत रहेगा।
35. वर्ष 2019-20 के दौरान राज्य में देशी मदिरा की सप्लाई में कमी की स्थिति में राज्य सरकार राज्य के बाहर से भी देशी मदिरा के आयात की अनुमति प्रदान कर सकेगी।
36. निजी क्षेत्र के बोटलर्स के द्वारा शोधित प्रासव का आयात अन्य राज्यों से किया जाता है। शोधित प्रासव के आयात में ग्रेन आधारित एवं मोलासिस आधारित शोधित प्रासव का अनुपात क्रमशः 70 प्रतिशत एवं 30 प्रतिशत निर्धारित किया गया है।
37. वर्ष 2018-19 में देशी मदिरा पर परमिट फीस की दर रु. 50.00 प्रति परमिट निर्धारित है। वर्ष 2019-20 हेतु देशी मदिरा के परमिट फीस की दर को बढ़ाया जाकर रु. 1.00 प्रति बल्क लीटर निर्धारित किया गया है।
38. वर्ष 2018-19 में देशी मदिरा पर आबकारी शुल्क की दर रु. 130 प्रति एल.पी.एल. निर्धारित है। वर्ष 2019-20 हेतु देशी मदिरा पर आबकारी शुल्क की दर को बढ़ाया जाकर रु. 150 प्रति एल.पी.एल. निर्धारित किया गया है।
39. Other provision/ procedure/ arrangement shall be applicable as per excise policy F.Y. 2019-20.
40. The circular no. EC-108 dated 23-12-2015 issued by Excise Department is also applicable for the supplies made under the this tender. A copy is being uploaded along with Bid document.
41. Company reserves the right to conduct sudden/ random inspection of the supplied goods to check the quality of supplied item at reduction center or any place even after the final payment. If quality of supplied goods are not found up to the mark, rejected Country Liquor immediately return back to the supplier as per excise rules. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
42. No Counter condition shall be accepted. Conditional tender would be rejected out rightly.
43. The Special Terms & Conditions shall prevail upon where ever the same are in Contradiction with the General Terms & Conditions. In case of dispute regarding interpretation of any terms and conditions in the Tender Document the same should be got clarified by the Bidder before submitting the Tender. At any stage of the Tender decision of the Management shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc. After submitting the Tender Document unless called for by written fax shall not be entertained
44. At the time of tender the bottler / distillers should made available the list of their authorized representative who will contact for the work of supply of country liquor in RSGSM office.
45. Company shall give a letter of acceptance (LOA) to the successful tenderer. The successful tenderer shall execute an agreement on Stamp Paper (Non judicial) as prescribed by Rajasthan Govt.
46. As per instructions of circular No. 3/2013 Dated 04-02-2013 finance (G & T) Department, Govt. of Rajasthan Annexure enclosed. Please read carefully and comply :-
Annexure A: Compliance with the Code of Integrity and No. Conflict of Interest
Annexure B: Declaration by Bidders regarding Qualifications
Annexure C: Grievance Redressal during Procurement Process
Annexure D : Additional Conditions of Contract
47. RSGSM reserves the right for Country Liquor filling from private bottlers on contract basis.

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48. Digitally signed Scanned copy of Tender documents, DD of Rs. 1180/- of Bid document, DD of Rs. 1000/- for E-tendering process fees, DD of bid security and other relevant documents shall be uploaded separately online and BOQ (offered quantity and rate) shall be uploaded separately in Online-tender (E-procurement).
49. Technical bid shall be uploaded with below mentioned documents :-
 - (i) Scanned copy of Tender Document
 - (ii) Scanned copy of D. D. of Bid Security, Processing fees, Tender form fee
 - (iii) Attested copy PAN, & GSTIN No.
 - (iv) Attested copy of Latest Valid License of Distillery/ Bottling Plant issued by competent Authority.

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GENERAL TERMS & CONDITIONS OF BID AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any term, condition or specifications etc he should refer to officer in charge and get clarification. The decision of the Company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that Individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST Act, prevalent in the Rajasthan state where its business is located, may not be eligible for Bid. The GST Registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. Distillery/ Warehouses of reduction centers.
6. The Bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The Bidder should Sign and upload Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid along with an undertaking on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document as per annexure B. In absence of this bid shall not be considered.
8. **Bid security.-**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
 - 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.

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- 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 thirty days beyond the original or extended validity period of the bid.
- vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- ix. The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - 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

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

10. Execution of agreement-

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the Act and these rules. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- d) The bidder shall be asked to execute the agreement on a non judicial stamp of specified value 0.25% of the contract amount or value set forth in such contract subject to maximum 15000/- at its cost.

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11. Bid shall be valid
 - a. 90 days from the dead line for submission of Bids.
 - b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract Period or for the period for which bids are invited whichever is higher.
12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
14. The bids should be submitted along with samples, if required.
15. **Liquidated Damages:**
 - (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the 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/contract within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the Bidder has failed to supply for the period of delay as stated below:-
 - a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
 - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
 - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

Notes :

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.

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- (b) The maximum amount of liquidated damages shall be 10%.
 - (c) When the successful Bidder is unable to complete the order/contract within the specified or extended period, the Company shall be entitled to accept supply from the open market without giving any notice to the Bidder but at his risk and cost i.e. Bidder's account and risk the goods or any part thereof which the Bidder has failed to supply or if not available the best and nearest available substitute thereof or to cancel the contract and the Bidder shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the Bidder. But the Bidder shall not be entitled to any gain on such purchase made against default. The recovery of such damage shall be made from any sum accruing to the Bidder under this or any other contract with the Company. If recovery is not possible from the bills and the Bidder fails to pay the loss or damage within one month, the recovery shall be made under any law for the time being in force or from any other bills outstanding with the Company.
 - (d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - (e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
16. In the event of breach of the contract at any time on the part of the contractor/ supplier, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
17. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
18. In case of any dispute arising out of any matter related to the bid/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
19. If the bidder resiles from his offer or offers new terms after opening of the bid, his Bid Security is liable to be forfeited with 18% GST.
20. **Procuring entity's right to accept or reject any or all bids-** The Procuring entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.
21. The bidder shall be responsible for the proper packing of goods so as to avoid damages under normal conditions of transport by road, sea, rail or air and delivery of the material in good conditions to the consignee at destination.
22. It is of the opinion that it is essential to evaluate the technical aspects of a bid before considering its financial aspect, call for bids in two envelopes, namely:-
- (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - (ii) the financial bid containing financial aspects including the price.

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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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CHECK LIST (TECHNICAL BID)

To be filled by the bidder

(Information to be provided along with the Tender Documents & requisite BID SECURITY.
Without Bid security the Tender shall not be considered for Evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1	Name of the Distillers/Bottlers		■
2	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		■
3	Address:- i. Office Address, Phone No, Fax No, Email ii. Factory Address Phone No, Fax No, Email	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	■
4	Distillers/Bottlers (Enclose copy of Distillery License with the name of issuing excise authority along with the validity period)		
5	Factory owned or taken on lease/ Rent (Copy of Ownership / Lease Deed registered with competent authority)		
6	GSTIN (Registration with the Sales Tax Department) (Enclose Copy of Certificates of TIN)		
8	Latest GST/VAT challan/ CST challan /Return (Enclose Payment copy of latest Challan of last quarter)		
9	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
10	BID SECURITY Submitted as Distillers/ Bottlers (Mention Details in figures and words)	Bid Security amount Rs._____/-	■

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11	Affidavit as per Condition no. 7 of General terms and conditions (On Rs 100/- non judicial stamp Paper duly Notarized)		
12	Total Offered Quantity Per Month 1. Distillers / Bottlers 2. Franchisee i) ii) iii) iv)		
13	Name of Franchisee, offered quantity in Cartoons for Distillers along with the latest Agreement between Distillers and Franchisee		
14	Copy of license/ challan for license fee deposited for the year 2019-20 by the distiller / bottler		

Please Note :

1. *All the Copies Submitted should be duly attested/Certified by a Self-Attested/ Gazette Officer/Notary public / Oath Commissioner)*
2. *Please submit all above required documents necessarily.*

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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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Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure C : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

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

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

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

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

(4) Appeal not to lie in certain cases

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

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

(5) Form of Appeal

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

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Rajasthan State Ganganagar Sugar Mills Ltd.

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

(6) Fee for filing appeal

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

(7) Procedure for disposal of appeal

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

Rajasthan State Ganganagar Sugar Mills Ltd.

FORM No. 1

[See rule 83]

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

Appeal 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

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Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

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

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose bid is accepted.

Rajasthan State Ganganagar Sugar Mills Ltd.

List of Depots of RSGSM

Year 2019-20 (1st April 2019 to 31st March 2020)

Annexure –E

S. No	District Name	Name of Bonded Warehouse	
1	Jaipur	1	Jaipur city
		2	Chomu
		3	Phulera
		4	Shahpura
		5	Dudu.
2	Dausa	1	Dausa
		2	Bandikui
3	Sikar	1	Sikar
		2	Fatehpur
		3	Neem ka Thana
		4	Shrimadhopur
4	Jhunjhunu	1	Jhunjhunu
		2	Chirawa
		3	Khetri
		4	Nawalgarh
5	Churu	1	Churu
		2	Taranagar
		3	Sujangarh,
		4	Ratangarh
6	Ajmer	1	Ajmer
		2	Beawar
		3	Kekri
		4	Kishangarh
7	Nagaur	1	Prabtsar
		2	Didwana
		3	Nagaur
		4	Mertaroad
8	Bhilwara	1	Bhilwara
		2	Shahpura
		3	Asind
		4	Mandalgarh
		5	Gangapur

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9	Udaipur	1	Udaipur
		2	Mawli
		3	Khairwara
10	Chittorgarh	1	Chittorgarh,
		2	Kapasan
		3	Dungla
		4	Begu
		5	Nimbaheda
11	Rajsamand	1	Rajsamand
		2	Devgarh
12	Jodhpur	1	Jodhpur
		2	Falodi
		3	Pipad
13	Sirohi,	1	Sirohi,
		2	Aburoad
14	Barmer	1	Barmer
		2	Balotra
15	Jaisalmer	1	Jaisalmer
		2	Pokhran
16	Pali	1	Pali
		2	Rani
		3	Jetaran
		4	Sojat
17	Jalore	1	Jalore
		2	Bhinmal
18	Bharatpur	1	Bharatpur
		2	Deeg
		3	Bayana
19	Sawaimadhopur	1	Sawaimadhopur
		2	Gangapur
20	Alwar	1	Alwar
		2	Behror
		3	Bhiwadi
		4	Khairtal
		5	Rajgarh
		6	Laxmangarh
21	Karoli	1	Karoli
		2	Hindon
22	Dholpur	1	Dholpur
23	Kota	1	Kota

Rajasthan State Ganganagar Sugar Mills Ltd.

		2	Ramganjmandi
24	Bundicity	1	Bundicity
25	Baran	1	Baran
26	Jhalawar	1	Jhalawar
		2	Bhawanimandi
		3	Khanpur
27	Tonk	1	Tonk
		2	Devli
		3	Malpura
28	Sriganganagar	1	Sriganganagar
		2	Karanpur
		3	Padampur
		4	Raisinghnagar
		5	Anoopgarh
		6	Suratgarh
29	Hanumangarh	1	Hanumangarh
		2	Nohar
		3	Bhadra
30	Bikaner	1	Bikaner
		2	Nokha
		3	Lunakaransar
31	Pratapgarh	1	Pratapgarh
		2	ChhotiSadri
32	Banswara	1	Banswara
33	Dungarpur	1	Dungarpur

Note: Depots may be increase/ decrease.

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'F'

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

Manufacturer's Authorization

NIB. NO. RSGSM/CL / Open Competitive Bid/2019-20/ Pur/35

Dated: 22.02.2019

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

WHEREAS

We, who are official manufacturers of Country Liquor having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide CL, manufactured by us _____ and to subsequently negotiate and sign the Contract.

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

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Tel: _____ Fax: _____ e-mail _____

Date _____

(Shall be submitted along with the Bid Security)

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'G'

Technical Bid Submission Sheet

NIB. NO. RSGSM/ CL / Open Competitive Bid/2019-20/ Pur/35

Dated: 22.02.2019

To,
The DGM Purchase
RSGSM Ltd.
Jaipur

We, the undersigned, declare that:

- i. We have examined and have no reservations to the Bidding Document. We offer to supply in conformity with the Bidding Document and in accordance with the supply schedule given from time to time for supply of C.L.
- ii. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- iii. If our Bid is accepted, we commit to obtain a Performance Security Rs. 25.00 lacs from Distillers and Rs. 20 lacs from Bottlers for due performance of the Contract.
- iv. Our firm, for any part of the Contract, have nationalities from the eligible countries
- v. We are not participating, as Bidders, in more than one Bid in this bidding process, in the Bidding Document.
- vi. Our firm, its affiliates or subsidiaries, including any sub Bidders or suppliers has not been debarred by the State Government or the Procuring Entity.
- vii. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- viii. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- ix. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
- x. A Copy audited accounts for the year 2018-19 is enclosed here with.
- xi. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document in this procurement process and in execution of the Contract;

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Tel: _____ Fax: _____ e-mail: _____

(Shall be submitted along with the Bid Security)

Rajasthan State Ganganagar Sugar Mills Ltd.

EC-108

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

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

दिनांक :- 23 दिसम्बर, 2015

परिपत्र

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

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

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

1. ओ.एफ.एस. के जारी होने के उपरान्त टी.पी. जारी नहीं होने की स्थिति में : आपूर्तिकर्ता सप्लायर द्वारा ओ.एफ.एस. की समयावधि को बढ़ाये जाने का आवेदन महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर को ऑनलाईन किया जाएगा। महाप्रबंधक, राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा सम्बंधित आपूर्तिकर्ता सप्लायर को जारी किये गये आपूर्ति आदेश की शर्तों एवं नियमों के अनुसार निर्धारित शास्ति आरोपित करने के पश्चात ओ.एफ.एस. की समयावधि ऑनलाईन बढ़ाई जायेगी।

राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड के अधीनस्थ मदिरालयों द्वारा यदि ओ.एफ.एस. की समयावधि में वृद्धि अथवा उसे निरस्त कराया जाता है तो ऐसी स्थिति के लिये दोषी अधिकारी / कर्मचारी के विरुद्ध अनुशासनात्मक कारवाई की जायेगी।

2. टी.पी. में दी गई वैधता के अंतर्गत ही डिपो के कार्यालय समयावधि में पहुंचने वाले वाहन

Rajasthan State Ganganagar Sugar Mills Ltd.

गंगानगर शुगर मिल्स लिमिटेड के समस्त डिपो पर पहुंचने वाले समस्त वाहनों के लिये निम्न कार्यवाही की जावे :-

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

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

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

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- 6.1.3 उक्त जिला आबकारी अधिकारी द्वारा ऑनलाईन आवेदन में आपूर्तिकर्ता द्वारा अंकित सूचनाओं का भौतिक सत्यापन किया जाकर वस्तुस्थिति की सूचना सॉफ्टवेयर में दर्ज की जाएगी।
- 6.1.4 तत्पश्चात, संबंधित निर्माणकर्ता ईकाई के जिला आबकारी अधिकारी के द्वारा टी.पी. की ऑनलाईन वैद्यता अवधि विस्तार किया जाएगा।
- 6.1.5 ऑनलाईन वैद्यता अवधि विस्तार के उपरांत जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आबकारी अधिकारी द्वारा वाहन के साथ भेजे गये टी.पी. की मूल प्रति पर वैद्यता अवधि विस्तार का अंकन निम्नानुसार किया जाकर मूल प्रतियां आपूर्तिकर्ता को दी जायेगी:

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

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जिला आबकारी अधिकारी

- 6.1.6 बिन्दु संख्या 6.1.5 में टी. पी. की समयावधि बढ़ाये जाने के अंकन के पश्चात् आपूर्तिकर्ता अपने वाहन को टी. पी. में निर्धारित गन्तव्य स्थान पर परिवहन करने के लिए स्वतंत्र होंगे।
- 6.1.7 बिन्दु संख्या 6.1 में अंकित स्थिति के संबंध में उक्त जिला आबकारी अधिकारी द्वारा प्रकरण के संबंध में राजस्थान आबकारी अधिनियम की धारा 58-सी का अभियोग दर्ज किया जाएगा। इस बाबत संयोज्य प्रार्थना पत्र प्रस्तुत होने पर प्रकरण संयोज्य किया जाएगा अन्यथा चालान प्रस्तुत किया जाएगा।
- 6.2 घटना घटित होने के समय यदि, टी.पी. तथा ओ.एफ.एस. दोनों प्रपत्रों की अवधि समाप्त हो गई हो तो निम्नानुसार कार्यवाही की जाएगी :
- 6.2.1 वाहन के संबंध में 6.2 में अंकित परिस्थिति उत्पन्न होने पर आपूर्तिकर्ता द्वारा ओ.एफ.एस. तथा टी. पी. के अवधि विस्तार हेतु ऑनलाईन आवेदन मय दस्तावेज साक्ष्य किया जाएगा।
- 6.2.2 ऑनलाईन आवेदन जिस जिले में उक्त परिस्थिति उत्पन्न / घटना हुई है वहां के जिला आबकारी अधिकारी को प्रेषित किया जाएगा।

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

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

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

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

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

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जिला आबकारी अधिकारी

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

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

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

Rajasthan State Ganganagar Sugar Mills Ltd.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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जिला आबकारी अधिकारी

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

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

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

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

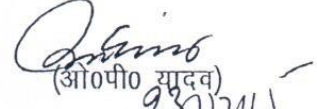
Rajasthan State Ganganagar Sugar Mills Ltd.

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

Rajasthan State Ganganagar Sugar Mills Ltd.

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

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



(ओपीओ यादव)
28/11/15
आबकारी आयुक्त,
राजस्थान, उदयपुर

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

दिनांक :- 23 दिसम्बर, 2015

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

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


अतिरिक्त आबकारी आयुक्त (नीति),
राजस्थान, उदयपुर

Rajasthan State Ganganagar Sugar Mills Ltd.

SR FORM-17

AGREEMENT

(See Rule 68)

An agreement made thisday ofbetween (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)

Rajasthan State Ganganagar Sugar Mills Ltd.

(a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through_____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

(b) The mode of Payment will be as specified below:-

1. _____
2. _____
3. _____

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

a) From to

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

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

Note :

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

Rajasthan State Ganganagar Sugar Mills Ltd.

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 of201.....

Signature of the approved supplier.	Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd. Dy. General Manager (Purchase)
Date:	Date:
Witness No. 1	Witness No. 1
Witness No.2	Witness No.2

The bidder shall execute the agreement (within 15 days issuing purchase order) on a non judicial stamp of specified value at its cost.