

# Rajasthan State Ganganagar Sugar Mills Limited

Fourth Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur, Rajasthan - 302006

CIN-U15421RJ1945SGC000285

Fax: 0141-2740676 | Website: [www.rajexcise.gov.in](http://www.rajexcise.gov.in) | E-mail: [dgmpurchase.rsgsm@rajasthan.gov.in](mailto:dgmpurchase.rsgsm@rajasthan.gov.in)

## **Notice Inviting E-Bid**

**For mandatory Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse-based co-gen power plant and one 30 KLPD distillery (dual mode on both molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY (alongwith optional Establishment and Operation of Agro/ Fruit Processing/Breweries/Beverage/ Winery/Diary products) for seven years (extendable upto three years)**

## **TWO PART BID**

### **Part I - Technical Bid**

(To be submitted duly filled along with the Bid)

**NIB. NO. RSGSM/sugar and distillery /2023-24/ Pur/01**

**Dated 18.04.2023**

Pre-bid meeting	:	20.04.2023 at 03.00 pm
Bid submission start dated	:	24.04.2023 at 12.00 pm
Last date and time of download of bid document	:	08.05.2023 up to 6.00 pm
Last date and time of submission of the bid	:	08.05.2023 up to 6.00 pm
Date and time of opening of the technical bid	:	09.05.2023 at 03.30 pm
Date and time of opening of the financial bid	:	To be intimated by automated messaging system of e-proc
Price of bid document	:	₹ 5900.00 (including GST)
Processing fee for e-procurement charges	:	₹ 2500.00 (including GST)

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## **NOTICE INVITING BID**

NIB No. **RSGSM/sugar and distillery /2023-24/ Pur/01**

Date 18.04.2023

Online Two part unconditional Bids are invited For mandatory Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse-based co-gen power plant and one 30 KLPD distillery (dual mode on both molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY (alongwith optional Establishment and Operation of Agro/ Fruit Processing/Breweries/Beverage/ Winery/Diary products) for seven years (extendable upto three years) Upto 6.00 PM of 08.05.2023 as listed below:

S. NO.	Name of Article	Estimated Value	Bid Security	Validity period of Bids	
1	For Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse based Co-gen power plant and one 30 KLPD distillery ( dual mode on both Molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY and for Establishment and Operation of an Agro/fruit processing / breweries / beverage/bottling plant/Winery/dairy product ON REVENUE SHARING BASIS for 10 years (extendable to next five years) ". ON REVENUE SHARING BASIS for 10 years (extendable to next five years) "	Rs 3500.00Lakhs	Bid Security @ 2 % i.e. ₹ 70.0 Lakh	90 days	

(1) Bidding document can be seen at website <http://www.rajexcise.gov.in>, <http://sppp.rajasthan.gov.in>. Bid form may be seen and downloaded from website <http://eproc.rajasthan.gov.in>. The price of bidding

# Rajasthan State Ganganagar Sugar Mills Limited

document may be paid along with user charges/processing fee before at the time of submission of the Bid.

## (2) ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेबसाइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑनलाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर्स के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
- ख बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फॉर्मेट में उपरोक्त वेब साइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्रों के साथ अटैच कर दी गयी है।
- घ कोई भी बिड इलेक्ट्रॉनिक फॉर्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
- ङ बिड प्रपत्र में आवश्यक सभी सूचियों को संपूर्ण रूप से भर कर ऑनलाईन दर्ज करें।
- च ऑनलाईन 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 होतो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्यूरमेंट से हेल्पडेस्क न. 0141-4022688, ई-मेल: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) वेबसाइट: [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब(ई-मेल) परसंशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क (RSGSMLtd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क (MD, RISL, payable at Jaipur के पक्ष में) के डिमान्ड ड्राफ्ट/बैंकर्स चैक/ऑनलाईन जमा विवरण, बोली प्रतिभूति राशि घोषणा पत्र एवं मूल शपथ पत्र (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफ लाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भर कर हस्ताक्षरित ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड कर दिए गए हैं। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

Dy. General Manager (Purchase)

# **Rajasthan State Ganganagar Sugar Mills Limited**

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**NIB. NO. RSGSM/sugar and distillery /2023-24/ Pur/01**

**Date 18.04.2023**

## **E-BID NOTICE**

Online Two part unconditional Bids are invited For mandatory Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse-based co-gen power plant and one 30 KLPD distillery (dual mode on both molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY (alongwith optional Establishment and Operation of Agro/ Fruit Processing/Breweries/Beverage/ Winery/Diary products) for seven years (extendable upto three years) Upto 6.00 PM of 08.05.2023 .

Other particulars of the bid may be visited on the procurement portal (<http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>) of the state; <http://excise.rajasthan.gov.in/>, departmental website.

**Dy. General Manager  
(Purchase)**

# Rajasthan State Ganganagar Sugar Mills Limited

## INSTRUCTIONS TO BIDDERS

S. No	Particulars	Description
1.	NIB No.	<b>RSGSM/sugar and distillery /2023-24/ Pur/01</b>
2.	Procuring Entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	Online Two part unconditional Bids are invited For Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse based Co-gen power plant and one 30 KLPD distillery ( dual mode on both Molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY and for Establishment and Operation of an Agro/fruit processing / breweries / beverage/bottling plant/Winery/dairy product ON REVENUE SHARING BASIS for 10 years (extendable to next five years) ".
4.	i) The price of the Bidding Document	<b>Rs. 5900/- Including GST</b> by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited Payable at Jaipur.
	ii) e - bid Processing Fees	Rs. 2500/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
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.	Pre-Bid Meeting	20.04.2023 at 03.00 PM
7.	Language of the Bid	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As Detailed in Technical Bid Check list
9.	Bid validity period	90 days from the date of opening technical bid.
10.	Bid Security	The amount of Bid Security shall be 2 % of estimated value of maximum offered quantity 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 <b>08.05.2023</b> .

# Rajasthan State Ganganagar Sugar Mills Limited

S. No	Particulars	Description
11.	Valid authorization for authorized signatory of bid documents	Power of Attorney/ Board Resolution/Letter of Authorization under signature of competent authority on the Letter Head of the Company/Firm.
12.	Downloading of Bids	From Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> up to 6.00 PM on <b>08.05.2023</b>
13.	Submission of Bids	On Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Up to 6.00 PM on <b>08.05.2023</b> . Electronic submission of Bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of Bids i) Technical Bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at <b>3.30 PM on 27-03-23</b> (on Rajasthan Government's portal <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> )
	ii) (Financial Bid)	To be intimated through <a href="http://eproc.rajasthan.gov.in">eproc.rajasthan.gov.in</a> automated messaging system
15.	Execution of Agreement	Within 15 days from the date of issue of letter of acceptance (LOA).
16.	Work Performance Security	Successful Concessionaire shall have to deposit Performance Security of an amount equal to 2.5% of total contract price including taxes, duties as quoted. The amount deposited against Bid security will be adjusted in this account. The Security is to be deposited by way of DD/B.C /B.G. from scheduled bank in favour of The Rajasthan State Ganganagar Sugar Mills Ltd., within 15 days from the date of issue of LOI.
17.	Appellate Authority	First: Joint Secretary Finance (Excise) Second: 01. Secretary Finance(Budget) 02. Commissioner, Agriculture

# Rajasthan State Ganganagar Sugar Mills Limited

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

Name of Firm/Company/Individual	:	
Office Address (with pin code)	:	
Factory Address (with pin code)	:	

## Phone number and other contact details

Office	:	
Residence	:	
Factory	:	
Fax (With STD code)	:	
E- Mail Address	:	
Mobile	:	
Website, if any	:	

## Statuary Details

GSTIN	:	

# Rajasthan State Ganganagar Sugar Mills Limited

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 Number	:	
Bank IFSC/MICR Code	:	
		Signature
		Name of Signatory (IN BLOCK LETTERS)
		Designation
Date: _____		
Place: _____		
(Attach sheets where-ever necessary and strike out whichever is not applicable)		



# Rajasthan State Ganganagar Sugar Mills Limited

## CHECK LIST (TECHNICAL BID)

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

S №	Particulars	Details (to be filled by the bidder)	Pg. No.
1)	Name of Firm/Concessionaire /Company		
2)	Nature of firm (Company/Proprietor/Partnership/ Other) and year of Establishment		
3)	Name of the Owner/Proprietor/Partner/ Other (address of directors and key persons in case of the limited company/ Name and address of partners in case of the partnership firm alongwith deed .) (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.) (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.) In regard to MSME unit, provision of notification dated 19-11-2015 Finance Department of Rajasthan shall apply.		
4)	Registration Certificate of Partnership Firm/Company/ Other. (Enclose Copy of Certificates)		
5)	Address: - Office /branch Address, Phone No, Fax No, Email		
6)	P. F. registration number		
7)	GSTIN (Enclose Copy of Certificates of GSTIN)		
8)	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
9)	Work contract registration under section 7 and 11 of contract labour act 1970. (Enclose Copy of Certificate)		
10)	A copy of last three years income tax return		
11)	1- Concessionaire firm should have an experience of one year in last five years for		

# Rajasthan State Ganganagar Sugar Mills Limited

S No	Particulars	Details (to be filled by the bidder)	Pg. No.
	<p>operation and maintenance of at least one sugar factory of min 1500 TCD Capacity or one distillery of minimum 30 KLPD capacity on molasses or grain mode.</p> <p>In case of JV/ consortium experience of all members collectively shall be considered for eligibility.</p> <p>2- Client certificate for jobs completed, successful performance and parameters achieved and the contractual payments received for the work done in last five years.</p>		
12)	<p>The annual turnover of the Concessionaire should be at least 40.0 Crore in best of three years in last five financial years .</p> <p>In support of which Concessionaire will have to submit five years audited balance sheet and/or certificate issued by Chartered Accountants. If the final accounts of 2023-24 have not been finalized then the account of F.Y. 2017-18 , 2018-19 , 2019-20,2020-21 and 2021-22 may be submitted alongwith C.A. certificate.</p>		
13)	<p>Bid Security</p> <p>E-Processing Fees</p> <p>Tender Fees</p> <p>(Mention Detail and upload scanned copy of D.D/B.G/B.C)</p>		
14)	<p>Affidavit on Rs. 100/- Non-Judicial stamp as per annexure-B</p> <p>(Enclosed non judicial stamp paper duly notarized)</p>		
15)	Duly signed bid document uploaded		

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## **Special Terms and Conditions for Bid**

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 Concessionaire s 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.

1. RAJASTHAN STATE GANGANAGAR SUGAR MILLS (RSGSM) invites BID for mandatory Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse based Co-gen power plant and one 30 KLPD distillery ( dual mode on both Molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY and for Establishment and Operation of an Agro/fruit processing / breweries / beverage/bottling plant/Winery/dairy product for **10 years (extendable to next five years)**.
2. The detail of operation, production and approximate expenses on operation and maintenance of sugar and distillery of last two years are given hereunder for reference:-

Year	Sugar factory and co-gen plant					Distillery plant and captive power plant		
	Duration of season (days)	Cane crushed (Lacs Qtls)	Sugar production (Lacs Qtls)	Cane payment made to cane grower by RSGSM (in Crores)	Operation and maintenance expenses (Rs in lacs Approx.)	Duration (days) and mode of operation	Production of Rectified Spirit (Lac B.L.)	Operation and maintenance expenses (Rs in lacs Approx.)
2020-21	88	12.04	0.89	37.26	875.48	90 days on molasses	16.34	421.72
2021-22	66	7.87	0.66	28.38	986.96	47 days on molasses	10.44	279.31

# **Rajasthan State Ganganagar Sugar Mills Limited**

3. Land area of Sugar plant with Co-gen power plant and distillery with captive power plant are 83564 M2 and 45852 M2 respectively. Approximate value of the land is Rs 23.0 Crore.
4. GUR, JAGGERY POWER AND BROWN SUGAR (GUDIA SHAKKAR) plant is established by RSGSM within the premises, this plant will be managed and operate by the RSGSM.
5. Estimated value of plant and machineries of sugar and distillery are Rs 23.0 Crore and Rs 20.0 Crore respectively.

## **6. Eligibility criteria for the bidder**

- i. Concessionaire may be a natural person, private entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV)/ Consortium.
- ii. In case of JV, the Concessionaire should ensure the compliance with Rule 39 of RTPP Rules
- iii. Each Concessionaire (either individually or as a JV member or as a group of holding company) shall submit only one Bid.
- iv. Any change in the constitution of the firm, JV etc., shall be notified forth with by the Concessionaire in writing to the Procuring Entity and such change shall not relieve any former partner/ member of the firm, etc. from any liability under the Contract. The status of the lead partner/ representative of the Joint Venture as a major stakeholder shall not change without the consent of the Procuring Entity. New major stake holder must agree to abide by all terms and conditions of the Contract.

## **7. Special Conditions to Consortium**

- i. Where the Concessionaire is a Consortium, it shall be required to form an appropriate Special Purpose Vehicle, which can be either „Private Limited Company“ incorporated under the Companies Act, 2013 or „Trust“ incorporated under Bombay Public Trust Act, 1950 or „Society“ incorporated under Societies Registration Act, 1860 (the "SPV"), to execute the Concession Agreement and implement the Project. In addition to forming an SPV, it shall comply with the following additional requirements:
- ii. Number of Members in a Consortium shall not exceed three. However, none of the members in a Consortium should be under any sort of ineligibility under the Bid documents; and information sought in the Bid shall be provided for both the members of the Consortium in the order of their equity contribution;

# **Rajasthan State Ganganagar Sugar Mills Limited**

- iii. Subject to the provisions of Sub-Clause (i) above, each member of the consortium shall provide the detailed information of professional & financial competence...
- iv. Members of the Consortium shall nominate one member as the Lead Member (the "Lead Member"), who shall have an equity share holding of at least 34 % (thirty four per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, signed by all the other Members of the Consortium .
- v. The concessionaire shall furnish a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations .
- vi. An individual Concessionaire cannot at the same time be Members of any Consortium applying for this bid. Further, a member of a particular Concessionaire Consortium cannot be member of any other Concessionaire Consortium applying for this bid.
- vii. The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

Members of the Consortium shall enter into a binding Consortium Agreement, (the "Consortium Agreement"), for the purpose of submitting a Bid. The Consortium Agreement, to be submitted along with the Bid , shall, inter alia: convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium; clearly outline the proposed roles and responsibilities, if any, of each member; commit the minimum equity stake to be held by each member; commit that the lead member of the consortium, whose experience will be evaluated for the purposes of this bid, shall subscribe to 51% (Fifty one per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that the member shall, for a period of 2 (two) years from the date of commercial operation of the Project, hold equity share capital in a Concessionaire or its Member is held by persons resident outside India or where an Concessionaire or its Member is controlled by persons resident outside India; or Members of the Consortium undertake that the lead member shall hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the second anniversary of the commercial operation date of the Project (till completion of two years of operational phase successfully); and include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close of the Project is achieved in accordance with the Concession Agreement; and except as

# **Rajasthan State Ganganagar Sugar Mills Limited**

provided under this bid and the Bidding Documents, there shall not be any amendment to the Consortium Agreement without the prior written consent of the Procuring Entity.

## **8. Change in composition of the Consortium**

- i. Change in the composition of a Consortium will not be permitted by the Procuring Entity during the Bidding Process.
- ii. Notwithstanding anything to the contrary contained in Sub-Clause (i) of special condition of consortium, a Concessionaire may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and inform the Procuring Entity about such removal. Such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.
- iii. If the Concessionaire has proposed Consortium and in case such Concessionaire get selected as Successful Concessionaire, then there will be lock in period of 05 years and until expiry of such period, change in composition of the Consortium shall not be permitted.
- iv. Concessionaire firm should have an experience of one year in last five years for operation and maintenance of at least one sugar factory of min 1500 TCD Capacity or one distillery of minimum 30 KLPD capacity on molasses or grain mode.

In case of JV/ consortium experience of all members collectively shall be considered for eligibility.

- v. The annual turnover of the Concessionaire should be at least 40.0 Crore in best of three years in last five financial years .

In support of which Concessionaire will have to submit five years audited balance sheet and/or certificate issued by Chartered Accountants. If the final accounts of 2022-23 have not been finalized then the account of F.Y. 2017-18 , 2018-19 , 2019-20,2020-21 and 2021-22 may be submitted alongwith C.A. certificate .

9. Concessionaire should be registered with the concerned authorities for meeting out statutory requirements of having GST, Registration no. of PF, Works contract registration under section 7 and/or eleven of contract labour act 1970 and PAN.

10. Power of attorney or authority letter of the person who has signed the bids.

## **11. Bid Security and Performance Security:-**

- i. Bid-Security is to be furnished Rs. 70.0 lacs on estimated cost of work of Rs 3500.00 Lacs @2% of estimated value through DD/B.C /B.G. from any scheduled bank.

# **Rajasthan State Ganganagar Sugar Mills Limited**

- ii. Bid without Bid-Security, Bid Fee of Rs. 5000/- +GST @18% and processing fee of Rs.2500/- shall not be accepted.
- iii. Successful Concessionaire shall have to deposit Performance Security of an amount equal to 2.5% of total contract price including taxes, duties as quoted. The amount deposited against Bid security will be adjusted in this account. The Security is to be deposited by way of DD /B.G. from scheduled bank in- favour of The Rajasthan State Ganganagar Sugar Mills Ltd., within 15 days from the date of issue of LOI. The LOI issued to the successful Concessionaire shall form the part of the agreement. Non submission of performance security shall lead to cancellation of the BID and forfeiture of EMD/BID Security. If the Concessionaire fails to deposit the required security amount within the period specified, such failure will be treated as breach of the terms & conditions of the bid and will result in the forfeiture of the Bid security.
- iv. The performance security will be refunded after six months from completion of agreement
- v. Any Bid submitted without Bid security will be rejected.
- vi. Bid security of unsuccessful Concessionaire will be discharged or returned promptly upon signing of the agreement with the successful Concessionaire , but in any event not later than hundred twenty (120) days after the expiry of period of bid validity prescribed by the purchaser.

## **12. Technical Bids**

### **i. Bid Validity**

The Bid must be valid for Ninety days (90) from the date of opening of Technical Bids.

### **ii. Evaluation of Technical Bid**

Technical bid shall be evaluated on the basis of technical eligibility, Turn over and experience.

13. Bid through Email / Fax / Telegram/Postal/ Personal Delivery will not be accepted. RSGSM, assumes no responsibility for any failure in uploading the bid online by the Concessionaire .
14. This Notice of Bid is an integral part of the enclosed bid document.
15. Concessionaire are advised to quote strictly as per the terms and conditions of the bid documents and should not make any deviations / exceptions. Technical Bids shall be

# **Rajasthan State Ganganagar Sugar Mills Limited**

opened on 09.05.2023 at 3.30 AM in presence of the Concessionaire or their authorized representatives who wish to be present.

16. 'Financial Bid Proforma' (Financial bid should be submitted online in softcopy as available in online bid document, in the format available on the e-procurement website. In no case the financial offer/ rates should be revealed/ filled in any of the scanned document.) Quoted (for supply, erection and commissioning Including all costs and all taxes, duties, insurance, transit insurance, transportation and loading/unloading, packing and forwarding etc. applicable to the Concessionaire as per law of the Central/State Government/ Local authorities, which will be the price for comparison and placement of orders. However, the Taxes will be paid on production of documentary proof of payment to the Government/Authority by the seller. Further that any increase/decrease in the rates PF taxes after the due date of submission of the bid shall be given effect to.

## **17. Financial evaluation & selection**

### **i. Financial Evaluation Criteria**

The concessionaire will offer REVENUE SHARING per year made to RSGSM. The revenue sharing shall escalate by 5% (five )per year of basic value .

### **ii. Selection criteria**

The concessionaire who will offer higher REVENUE SHARING per year shall be declare H1. H1 bid shall be selected to award the contract.

## **18. OPENING OF BIDS**

- i. The 'Technical bids' (DOC – I) and Bid-Security shall be opened on dated 27-03-23 at 3.30 pm in presence of Concessionaire or their authorized representatives who wish to be present at the time of opening.
- ii. Financial bids of those Concessionaire who qualify on the basis of detailed evaluation of technical bids will be opened later on a date to be intimated through eproc.rajasthan.gov.in automated messaging system. The date and time of such opening shall be intimated to Concessionaire and the Concessionaire or their one authorized representative shall be allowed to attend.

## **19. AMOUNTS TO BE IN FIGURES AND WORDS**

The Concessionaire shall quote his price in BOQ format only and digitally signed by the Concessionaire .

## **20. CORRECTIONS AND ALTERATIONS**



# **Rajasthan State Ganganagar Sugar Mills Limited**

All scanned copies of entries in the Bids shall either be typed or be in ink, erasures and over-writing are not permitted and may render such Bids liable to summary rejection. All corrections and alterations shall be duly attested by the Concessionaire with date and seal.

## **21. ALL PAGES TO BE INITIALISED**

All pages of the Bid document shall be initialized with seal at the lower right-hand corner or signed with seal wherever required in the Bid documents by the Concessionaire or by a person holding power of attorney (copy to be enclosed with DOC – I of Tender) authorizing him to sign on behalf of the Concessionaire before submission of Bids. All signatures in Bids documents shall be dated as well.

## **22. ADDENDA/CORRIGENDUM**

RSGSM may issue Addenda/corrigendum to the Bid documents prior to the date of submission of the Bid to clarify documents or to reflect modifications in the design or contract terms. All such addenda/corrigendum issued shall form part of Bid documents and the RSGSM may, at its discretion, extend the deadline for the submission of bids for reasonable time to take the amendment/s into account in preparing the bids.

## **23. INFORMATION**

The information given in the Bid documents and the plans and drawings forming part thereof is merely intended as general information without any undertaking on the part of the RSGSM as to their accuracy and without obligation relative thereto upon the RSGSM. Before submitting Bids, the Concessionaire are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, rules and regulations of Central and State Government Acts governing the operation of the distillery plant. No claim will be entertained later on the grounds of lack of knowledge.

24. RSGSM reserves the right to accept any bid not necessarily the lowest, reject any bid without assigning any reasons.

- i. If the Concessionaire resiles from his offer or offers new terms after opening of the tender, his Bid-Security is liable to be forfeited.
- ii. The submission of more than one bid and under different names is prohibited.
- iii. Any relationship or business connection that may exist between the Concessionaire and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., should be declared. If this information is found to have been suppressed, then Contract, if any, entered into may be cancelled forthwith without notice and compensation and any amount which may have been deposited shall be forfeited.

# Rajasthan State Ganganagar Sugar Mills Limited

## 25. PAYMENT TERMS

- i. The concessionaire shall pay revenue share per month basis. The revenue sharing paid per month shall be calculated as under
- ii. Revenue sharing per year / 12 + GST.
- iii. Successful Concessionaire shall have to produce the evidence of depositing of all type of dues e.g. GST, PF, ESI etc. and clearance of all statutory dues in due course of time in the following month.

## 26. ENCLOSURES

The enclosures to be attached along with DOC- I of the Bid shall include the following besides other such enclosures which may have been specified elsewhere in the Bid documents:

- i. Valid PAN, TIN, Excise registration No., Service Tax Registration No., GST Registration No. Certificates in true copies / photocopies duly attested by a competent authority.
- ii. Power of Attorney or Authority letter of the person who has signed the Bids. .
- iii. Any other documents required in terms of this notice.

## 27. DESPUTE REDRESSAL COMMITTEE (DRC)

- a) **DRC:** In case of any dispute arises or otherwise if any critical situation during work execution period dispute will be referred to DRC constituted of following members
  - GM – Sugar factory
  - CE Sugar Factory
  - CC Sugar Factory, Sri Ganganagar
  - CDC Distillery
  - Senior Manager (A/C)
  - One Representative of successful Concessionaire .

Report of DRC shall be referred to DIC for decision . Decision of DIC will be final and binding to both parties.

- b) **Arbitration Clause:** In case any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director Incharge, 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.

## 28. CLARIFICATION OF BID DOCUMENTS

# **Rajasthan State Ganganagar Sugar Mills Limited**

- i. Prospective Concessionaire requiring any further information or clarification on the bid documents may notify in writing at the E-mail address [rsgmsgnr@yahoo.co.in](mailto:rsgmsgnr@yahoo.co.in), [gmhorsgsm@gmail.com](mailto:gmhorsgsm@gmail.com)
- ii. A pre-bid meeting of all prospective Concessionaire will be held at the address, date & time indicated in 'Notice Inviting Bid' to clarify and answer queries of the Concessionaire .
- iii. The RSGSM response (including an explanation of the queries) will be sent in writing or through email to all prospective Concessionaire 's & will also be uploaded on RSGSM website [www.rsgsm.in](http://www.rsgsm.in)

## **29.AMENDMENT OF BID DOCUMENTS**

- i. At any time prior to the deadline for submission of bids, the RSGSM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Concessionaire , modify the bid documents by amendment/corrigendum/addenda.
- ii. The amendment, which shall be part of the Bid Document, will be notified only online on the E-procurement portal i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- iii. In order to afford prospective Concessionaire reasonable time to take the amendment/s into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.

## **30.LANGUAGE OF BID**

The bid prepared by the Concessionaire , and all correspondence and documents relating to the bid exchanged by the Concessionaire and/or the RSGSM, shall be written in the English language.

## **31.BID CURRENCIES**

Prices shall be quoted in Indian Rupee only.

## **32.PERIOD OF VALIDITY OF BIDS**

1. Bids shall remain valid for a period of ninety (90) days from the date of opening of Technical Bids. Bids which are submitted with a validity period shorter than 60 days or fail to mention the validity period shall be treated as non- responsive and shall be rejected.
2. Notwithstanding clause above, the RSGSM may solicit Concessionaire 's consent to an extension of the period of bid validity. The request and the responses there to shall be made in writing (or by email). However Concessionaire can refuse the request to extend the period of validity without forfeiting his bid security. A Concessionaire agreeing to the request to extend the validity period however will not be permitted to modify his bid.

## **33.Letter Of Intent (LOI)**

# **Rajasthan State Ganganagar Sugar Mills Limited**

1. The RSGSM will notify the successful Concessionaire in writing by letter, or by email the acceptance of the bid(LOI).
2. The Letter of Intent (LOI)/acceptance of bid will constitute the formation of a contract, until the contract/agreement has been effected .

## **34.SIGNING OF CONTRACT/AGREEMENT**

1. At the time of issue of LOI, the RSGSM will send the successful Concessionaire the 'Form of Contract' provided in the Bid document, containing all clauses of Terms and Conditions between the parties.
2. Unless extended within fifteen (15) days of acceptance of LOI, the successful Concessionaire shall sign with date and seal the Contract/agreement jointly with the RSGSM and return it to the RSGSM or if deemed proper the purchaser may call the successful Concessionaire to sign the agreement at Purchaser Office at Sriganganagar. The signing of agreement shall take place only after submission of the required document not submitted with the bid. On behalf of the successful Concessionaire the agreement shall be signed only by the authorized signatory in whose favour the valid authority has been issued (copy need to be attached).
3. The 'Agreement' between the RSGSM and successful Concessionaire shall be effective from the date of signing it by the successful Concessionaire and RSGSM.

# **Rajasthan State Ganganagar Sugar Mills Limited**

## **Special Terms and Conditions for Concessionaire**

### **OPERATION AND MAINTENANCE OF DISTILLERY AND SUGAR PLANT:-**

#### **1. OBLIGATIONS OF SUCCESSFUL CONCESSIONAIRE :-**

1. Operation and Maintenance of 1500 T.C.D. sugar plant with 4.95 M.W. bagasse-based co-gen power plant AND 30 KLPD distillery with 1.2 MW captive power plant will be carried out by the concessionaire . Manpower, consumables , packing material , spares, if required additional fuel (other than bagasse generated by milling of cane provided by RSGSM) etc will be arranged by the concessionaire for operation and maintenance .
2. The concessionaire will receive and crush all sugar cane purchased by RSGSM from cane grower.
3. The concessionaire will be free to use the crushed cane to utilize it for production of sugar/ENA etc as per permission of the regulatory authority.
4. All product and by-product of sugar and distillery plant i.e. Sugar, ENA, press mud, power export to DISCOM , bio compost, DDGS, WDGS shall be prepared and sale by successful Concessionaire on its own level and own cost as per norms and regulation of regulatory authority.
5. Molasses/Syrup produced by the sugar factory will be transferred to molasses/Syrup storage tanks situated in the factory premises. Successful Concessionaire shall have to lift molasses/Syrup from molasses/Syrup tank to day storage tank of distillery at his own cost.
6. Successful Concessionaire shall ensure the compliance of statutory requirements, timely repair and maintenance of plant and machinery including painting of equipments and its part thereof .
7. ENA plant (extra columns) will be installed in existing distillery by RSGSM
8. Distillery Plant shall be handed over by RSGSM after installing ENA Plant in existing Distillery plant. If operation in ENA plant is not started within 30 days after handed over the plant by RSGSM than penalty @ Rs. 5000 per day shall be charged for first week of delay. After first week penalty shall be charged @ Rs. 10000 per day.
9. SCADA shall be installed as per requirement of Rajasthan Excise department.
10. Arrangement of all types of tools and tackles at its own level & shall be arranged by Concessionaire .
11. Successful Concessionaire will be responsible for all the damages of plant and machinery during operation and maintenance.
12. SUCCESSFUL CONCESSIONAIRE would be completely responsible for the safety of its employees and shall take all steps required under the laws or otherwise in this direction, RSGSM shall not be responsible for any claim or compensation for the staff engaged by SUCCESSFUL CONCESSIONAIRE .
13. SUCCESSFUL CONCESSIONAIRE shall follow and comply with all statutory requirements pertains to the subject matter of procurement e.g. provident Fund, Factories Act, ESI and Minimum Wages Act etc.
14. Responsibility of maintenance of all equipment and accessories thereof required for operation of the plant will be of SUCCESSFUL CONCESSIONAIRE .
15. If any modification/upgradation required in existing plant and machinery or any new plant and machinery or part thereof is required, then SUCCESSFUL CONCESSIONAIRE will manage the same at its own cost with due permission of RSGSM.
16. Penalty imposed, if any, by excise department for less recovery or for any reason shall be recovered from the successful Concessionaire .
17. Penalty imposed, if any, by state/ central pollution control board for non-conforming operation or for any other reason as directed by RSPCB/CPCB/DISCOM then such penalty shall be recovered from the successful Concessionaire .

# **Rajasthan State Ganganagar Sugar Mills Limited**

18. Successful Concessionaire will take the Consumables, Chemical, Fuel, spare parts etc. of ISI standards/norms, same specification failing which if any causality/damage happens with plant and machinery of distillery or otherwise, then the successful Concessionaire will be responsible for the same.
19. The handover of the plant will be given to the successful Concessionaire by technical committee comprising of Chief Engineer, sugar factory and Chief Distillery Chemist within 07 days of signing of agreement and taken over of the plant by same committee will be carried out within 07 days after cleaning of the plant by successful Concessionaire .
20. Production in distillery shall have to start by the successful Concessionaire within 30 days after takeover of the plant.
21. Statutory fee/ License Fee shall be borne by Concessionaire and also arrange the inspection and certification for equipment like boiler, pressure vessels, etc.
22. Sugar Plant shall be handed over by RSGSM. If operation in sugar plant not started on date declared by RSGSM then penalty @ Rs. 5000 per day shall be charged for first week of delay. After first week penalty shall be charged @ rate of Rs. 10000 per day.
23. If concessionaire desires to develop new cane varieties in sugar factory area than it can be done with mutual consent of cane growers of sugar factory area.
24. Successful tenderer can utilize store materials available with RSGSM . The cost of these spares will be recovered from concessionaire . List of available store materials are attached at Annexure –
25. Concessionaire will manage his own store for engineering spare parts required for operation & maintenance of plant on his own cost including consumables, engineering spare parts, lubricants, fuel, packing material, Sulphur, lime, all process chemicals etc.
26. Concessionaire will not use other biomass fuel except bagasse in sugar factory boiler.
27. Successful tenderer will ensure to purchase store material/spares/consumables through bonafide supplier/Authorised Dealer/OEM. A list of delicacies items is enclosed at Annexure-

## **2. OBLIGATIONS OF RSGSM**

1. Sugar cane will be procured and provided by RSGSM.
2. RSGSM shall made available necessary Drawings/Flow Charts / Schedule of all machinery etc. to SUCCESSFUL CONCESSIONAIRE which one is available at RSGSM.
3. In case SUCCESSFUL CONCESSIONAIRE fails to the work satisfactorily, RSGSM will get the work done on the risk and cost of SUCCESSFUL CONCESSIONAIRE from other sources. The amount of such risk and cost shall be recovered from successful Concessionaire.
4. RSGSM may depute their staff for supervision and security purpose .

## **ACCOMMODATION**

5. All other arrangements for accommodation, food etc will be made by the Concessionaire at his own cost.

**THE CONCESSIONAIRE CAN INSTALL AND OPERATE FOLLOWING PLANTS WITHIN THE PREMISES OF DISTILLERY AND SUGAR PLANT BY THEIR COMPANY NAME:-**

- 1- GUR, JAGGERY AND BROWN SUGAR PRODUCTION PLANT.

# **Rajasthan State Ganganagar Sugar Mills Limited**

- 2- BOTTLING UNIT FOR PRODUCTION OF C.L., R.M.L., IMFL, WINES , BEVERAGE, .
- 3- PRODUCTION PLANT OF BREWERIS/ BEVERAGES/WINERY/ANY AGRO/ FRUIT PROCESSING / DAIRY PRODUCT.
- 4- COLD STORAGE PLANT .
- 5- ANY PACKAGING/ LABELLING MATERIAL PLANT.
- 6- SOLAR PANNEL PLANT AT SUGAR AND DISTILLERY PREMISES AND AT OTHER PLACES .
- 7- PLANTATION WITHIN SUGAR AND DISTILLERY PREMISES.

## **NOTE:-**

1. The concessionaire can establish above plants by their company name and produce and sell the product in open market as per permission and norms of regulatory Authorities.
2. Concessionaire can install and operate bottling plant for own / third party products/ brands.
3. RSGSM is also producing Gur/ brown sugar/ jiggery powder , wines and liquors , so , if required RSGSM may get production of these product on the basis of predetermined rate or prevailing rate of production/ packaging of the product.
4. After completion of the agreement period , the concessionaire may shift the plant elsewhere at their own cost . If RSGSM requires any plant, then the plant shall be handed over to RSGSM on the value as computed by an APPROVED VALUER appointed mutually.

## **1. OBLIGATIONS OF RSGSM**

- (1) RSGSM shall made available necessary Drawings/Flow Charts / Schedule of all machinery etc. to SUCCESSFUL CONCESSIONAIRE which one is available at RSGSM.
- (2) RSGSM shall facilitate the Concessionaire to get Statutory License / permissions . Fee shall be borne by Concessionaire .

## **2. ACCOMMODATION**

All other arrangements for accommodation, food etc will be made by the Concessionaire at his own cost.

## **3. OBLIGATIONS OF SUCCESSFUL CONCESSIONAIRE :-**

1. Successful Concessionaire shall ensure the compliance of all statutory requirements as per norms and guidelines of the authorities.
2. The successful Concessionaire shall install and operate the above plants within 24 months from the agreement .

## **34 TENURE OF AGREEMENT**

- 1- Total period of contract/agreement will be of **10 years** .
- 2- The contract period will be extended for next five years on mutual consent basis.

## **35 Defect Liability**

- i. After the agreement period Concessionaire should be handover all equipments in operational conditions to RSGSM technical team, if any equipments found damage/ not working then successful Concessionaire should be replace the same with own cost.

# **Rajasthan State Ganganagar Sugar Mills Limited**

- ii. Any unforeseen cause like storm, fire, accident etc. damage equipments due to this reason, the Concessionaire should have responsible for the same. After receiving material at site the Concessionaire should take insurance of all equipments till to handover the plant.



# Rajasthan State Ganganagar Sugar Mills Limited

## General Terms & Conditions of Bid and Contract

01. After the issuance/ Uploading of NIB, any amendments/ corrigendum/ addenda shall be issued/ uploaded only on the E-procurement website i.e. [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) of the State Government. No request for intimation of such amendments/ clarifications/ corrigendum/ addenda by E-mail/ letters shall be considered.
02. Instructions to Concessionaire for E-Bidding Process:-
- I. The probable Concessionaire intending to participate in this bid are required to get themselves registered on the website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). Digital Signature Certificate (DSC) Type-II is required under Information Technology Act-2000. The Digital Signature, which will be used for signing the online bids, can be obtained by the Concessionaire from the agencies authorized by Controller of Certifying Authorities (CCA). The Concessionaire already having valid Digital Signature Certificates are not required to obtain fresh DSC.
  - II The bids shall be submitted online in the format on the above-mentioned website with digital signature.
  - III The Concessionaire s must ensure that scanned copy of all the tender document with all relevant document as per technical bid check list with DDs and other essential document to be enclosed have been attached and submitted online. All the attachments should be in PDF format.
  - IV RSGSM shall not be responsible in any manner for any delay/ failure on the part of Concessionaire in online submission of the bids within stipulated date and time.
  - V All the columns of the lists/ formats / attachments must be filled completely, clearly and in readable form and submitted online.
  - VI RSGSM shall not be responsible for any failure of Concessionaire in online submission of the bids which may occur due to improper understanding/ compliance of the instructions for online submission.
03. Please read carefully and comply: -
- Annexure A:** Compliance with the Code of Integrity and No. Conflict of Interest
- Annexure B:** Declaration by Concessionaire s
- Annexure C:** Grievance Redressal during Procurement Process
- Annexure D:** Additional Conditions of Contract
- The Bids shall be filled complete in all respects and shall be together with requisite information in the manner detailed above. Any Bids incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the Bids or any schedule or Performa is insufficient, pages may be separately added and numbered.
04. The acceptance of Bids will rest with the RSGSM and it is not binding on the RSGSM to accept the lowest Bids or any of the Bids. The RSGSM reserves the rights to reject any or all the Bids without assigning any reason thereof.
05. The overall responsibility for satisfactory performance/ **complete supply, erection, commissioning including civil work and structure of plant** shall be strictly in the scope of the successful Concessionaire only and they will ensure the proper workmanship. They shall have to undertake responsible for the same as stipulated in the TENDER/Agreement.
06. Conditional Bids and Bids which are incomplete and otherwise considered defective and not in accordance with the Bid conditions, etc are liable to be rejected.

# Rajasthan State Ganganagar Sugar Mills Limited

07. If the Concessionaire deliberately gives wrong information in his Bids, the RSGSM reserves the right to reject such Bids at any stage or to cancel the contract, if awarded and forfeit Bid security .
08. Canvassing in any form in connection with the Bids is strictly prohibited and the Bids submitted by the Concessionaire who resort to canvassing are liable for rejection.
09. Should a Concessionaire or in the case of a firm or Company one or more of its partners / shareholders holding more than 20% shares in the company/ directors have a relation or relations, employed in the capacity of an officer of the RSGSM, the authority inviting Bids shall be informed of the fact along with detail of the officer. Failing this, the RSGSM may, at its sole discretion, reject the Bids or cancel the contract and forfeit the Bid security.
10. The Bids submitted by a Concessionaire shall become property of the RSGSM who shall have no obligation to return the same to the Concessionaire .
11. The RSGSM shall not be liable for any expenses incurred by the Concessionaire in the preparation and submission of the Bids irrespective of whether the Bids is accepted or not.
12. The Concessionaire shall have to carefully study and understand the conditions, etc. If there is any doubt about the meaning of any terms, conditions then it should refer to the G.M.,RSGSM Sriganganagar and get clarification. The decision of the GM RSGSM SGNR regarding interpretation of the conditions shall be final and binding on the Concessionaire .
13. Concessionaire is hereby explicitly warned that the 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 as an authorized signatory.
  - 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 this. A copy of any document under which such authority is given should be forwarded with the tender, if a copy has not already been sent to the RSGSM already.
14. **No counter condition shall be accepted.**
15. The Concessionaire shall not Assign or Sublet his contract.
16. The Concessionaire should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Tender.
17. When the Bid Security in full or in part is proposed to be forfeited, a notice will be given to the Concessionaire to explain within 15 days as to why the Bid Security should not be forfeited for failure to complete the work done .
18. In the event of any breach of conditions of the contract at any time on the part of the Concessionaire , the contract may be terminated summarily by the Director Incharge with such conditions as may be deemed fit.
19. The mode of payment shall be according to special conditions of contract.
20. Remittance charges on payment made to firms through cheques/RTGS etc. will be borne by the successful Concessionaire /contractor.
21. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Srikaranpur/Sriganganagar only.
22. Direct or indirect canvassing on the part of Concessionaire or their representatives will disqualify them.

Note:- **If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail.** In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the Concessionaire before submitting the bid. At any stage of the bid process, the decision of the management shall be final and binding on all the Concessionaire s. Any request for changing of any

# Rajasthan State Ganganagar Sugar Mills Limited

conditions/quoted price or inclusion of any document etc. after submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.

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

Any person participating in a procurement process shall -

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

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

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

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

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

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

Doc1

# **Rajasthan State Ganganagar Sugar Mills Limited**

## **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 Limited**

## **Annexure C : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is \_\_\_\_\_

The designation and address of the Second Appellate Authority is \_\_\_\_\_

### **(1) Filing an appeal**

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

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

Doc1

## **Rajasthan State Ganganagar Sugar Mills Limited**

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

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

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

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

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

# Rajasthan State Ganganagar Sugar Mills Limited

FORM No. 1

[See rule 83]

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

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

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

### 1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

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

Place .....

Date .....

Appellant's Signature

# **Rajasthan State Ganganagar Sugar Mills Limited**

## **Annexure D : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

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

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

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) 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.
- (iii) 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 25% 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.



# **Rajasthan State Ganganagar Sugar Mills Limited**

## **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 Limited

Annexure- F

## UNDERTAKING FOR FINANCIAL BID OFFER

To  
General Manager  
Rajasthan State Ganganagar Sugar Mills Ltd  
Jaipur

1. SUB.:- We, the undersigned, For Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse based Co-gen power plant and one 30 KLPD distillery ( dual mode on both Molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY and for Establishment and Operation of an Agro/fruit processing / breweries / beverage/bottling plant/Winery/dairy product ON REVENUE SHARING BASIS for 10 years (extendable to next five years) period as specified in Bid document in conformity with the said Bid Document, including Addenda Nos., ( ) (if any).
2. If our Bid is accepted, we undertake For Operation and Maintenance of Integrated Sugar complex comprising of one 1500 T.C.D sugar plant with 4.95 M.W. bagasse based Co-gen power plant and one 30 KLPD distillery ( dual mode on both Molasses and grain) with 1.2 MW biomass based captive power plant situated at CHAK 23F, TEH, SHRIKARANPUR, SRIGANGANAGAR CITY and for Establishment and Operation of an Agro/fruit processing / breweries / beverage/bottling plant/Winery/dairy product ON REVENUE SHARING BASIS for 10 years (extendable to next five years) period as per detail given in the bid document/ agreement .
3. If our Bid is accepted, we will provide the Performance Security for the due performance of the Contract .
4. We understand that you reserve to yourself the right to accept or reject this Bid whether it is lower, the same or higher than any other Bid, or for any other reason whatsoever.
5. We undertake to do any extra work not covered by the above Financial Bid Proforma which may be ordered by the 'RSGSM' and hereby agree that the value of such extra work shall be determined as provided for in the 'Terms and Condition' of the Contract or as mutually agreed.
6. We agree to abide by this Bid for the period of 90 days from the Opening of Technical Bids or extended date pursuant to Clause 24 of the instruction to Concessionaire , and it shall remain binding on us for that period.
7. Until a formal Contract is executed, the letter of acceptance or letter of intent shall constitute a binding contract.
8. All correspondence related to this Bid is to be addressed to the undersigned (Concessionaire ) at the following address (also give phone & fax number., mobile number and email address):

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

(Signature)

(In the Capacity of)

Duly authorized to sign Bid for and on behalf of

# **Rajasthan State Ganganagar Sugar Mills Limited**

Witness (signature of Witness with address)

# Rajasthan State Ganganagar Sugar Mills Limited

## CONTRACT AGREEMENT (PERFORMA)

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2023 between **Rajasthan State Ganganagar Sugar Mills Limited Jaipur** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as 'RSGSM') –

### FIRST PARTY

AND

M/s \_\_\_\_\_ having its office \_\_\_\_\_  
(Hereinafter referred to as the eligible 'Seller') on the terms and conditions set forth hereunder: -

### SECOND PARTY

1. The expression of first and second party shall mean and include their Representatives, Heirs, Successors, Legal Representative Administrators, Nominees & Assigns etc.
2. That the duration of this contract shall be upto end of successfully completion of the project. RSGSM reserves the right to increase the order as per RTPP rules 2013.
3. That the tender form as submitted by the tenderer and all the terms and conditions enumerated therein as well as that in the Purchase Order, provision of which would have superseding effect in case of any contradiction in any condition of the tender and that of the Purchase Order.
4. The conditions of the tender and contract for open tender enclosed to the **NIB No. Purchase/10/20** 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.
1. Purchases Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the RSGSM and appended to this agreement regarding \_\_\_\_\_ to first party (RSGSM Ltd. Sri Ganganagar ) by the second party shall also form part of this agreement.
2. As per described in tender document
3. The supplier shall be responsible for proper standard packing so as to avoid damage in transportation and delivery of material in good condition at destination. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the Sugar Factory Store at Sri Ganganagar the same shall be debited to the supplier.
4. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the supplier in such an event.
5. The supplier shall make supplies as per the given specification and in accordance with the time given in the supply schedule as per orders placed to them.
6.
  - (i) Should The supplier fail to execute the order/contract within the period specified in the Tender form / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have arisen from, any unforeseen cause such as strike, fire, accident, act of GOD resulting in stoppage of work in the factory of the manufacturer or similar reasons which the RSGM may find valid for an extension of the time he may extend the period without charging any agreed liquidated damages, His decision shall be final regarding the sufficiency or otherwise of ground for extension of time.

# Rajasthan State Ganganagar Sugar Mills Limited

- (ii) Company reserves the right to conduct sudden/random inspection of the supplied goods to check the quality of supplied item even after the final payment. If quality of supplied goods is not found upto the mark, the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier . In this regard any claim of supplier shall not be accepted.
7. Arbitration Clause. : In case of any dispute arising in contract, the matter will be referred to Sole Arbitrator appointed by General Manager, RSGSM Sriganganagar whose decision shall be final and binding on both the parties.
8. The venue of the arbitration shall be Sriganganagar only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be Sriganganagar only.
9. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Supplier have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. \_\_\_\_\_ General Manager (Purchase)  
Authorized Signatory RSGSM, Sriganganagar

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness

1. \_\_\_\_\_  
2. \_\_\_\_\_

The Concessionaire shall execute the agreement (within 10 days issuing purchase order) on a non judicial stamp of specified value at its cost.