

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

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

CIN:U15421RJ1945SGC000285

Bid solicitation/ Single Source Procurement under Section 31 of RTPPP Act, 2012, Rule 17 of RTPPP Rule, 2013 (NIB No. 58)

No. F-5/RSGSM/PUR/2020-21/ 40430

Dated: - 24/2/20

M/s Premier Alcobev Pvt. Ltd.,
F-33/4, Okhla Industrial Area,
Phase-II, New Delhi-110020
Email: cs@paplgroup.com
Mob-9599192410, 011-41052591
PAN: AAECP8816E

Sub : Rate contract for Bottling and Packing of IMFL (later on RML) of 25° up i.e. 75° proof in aseptic brick pack of 180 ml at Ajmer warehouse of RSGSM Ltd.

Ref : Section 31 of RTPPP Act, 2012, Rule 17 of RTPPP Rule, 2013 & NIB dated 01.11.2019.

In reference to above subject, RSGSM has decided to procure subject matter through single source procurement mode (as per Section 31 of RTPPP Act, 2012) for bottling and packing of RML of 25° up i.e. 75° proof in aseptic brick pack of 180 ml as per rates, specifications, terms and conditions given below: -

1. Specifications: -

S.NO.	Name of Article	Specifications
1.	Rajasthan Made Liquor	25° UP i.e. 75° Proof, of 180 ML in Aseptic Brick Pack (ENA Based)

- Packing:** - The RML should be packed in Aseptic Brick Pack of 180 ML, containing 48 nips of 180 ML in one case.
- Rate:-** Rs. 212.49 per case of 180 ML in Aseptic Brick Pack
- Period:** Eight months from the date of execution of agreement or commencement of production by M/s Suraj Industries whichever is earlier.
- Performance Security Deposit:** -As per RTPPP rules.
- Payment:** Invoice as per the agreed Bottling Charges for bottling volume will be submitted by the successful bidder to RSGSM on weekly basis and payment for the same will be transferred to the successful bidders designated bank account by RSGSM through RTGS.
- The successful bidder shall handover the RML produced by him to RSGSM at godown/storehouse of the respective RC (ex-works).
- In case of violation of any terms and conditions of the reference bid and its corrigendum/ addendum by successful bidder, the contract will be terminated by RSGSM and Performance Security with GST will be forfeited.
- The successful bidder shall be responsible for the compliance of all rules and regulations regarding manufacturing of liquor including adherence to the quality norms fixed by the excise commissioner and food standards & safety department.
- The successful bidder will be allowed to manufacture only RSGSM's own brands in aseptic brick pack.



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

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

CIN:U15421RJ1945SGC000285

11. Any other rules, regulations, procedures, taxes, duties etc. which may come in force by order of Central / State Govt. or Excise Department will have to be honored accordingly by the RSGSM and successful bidder.
12. Successful bidder can deal with the Excise Department, RSGSM or any other Government Department with regard to manufacture of RML of 25 ° UP i.e. 75° Proof on the basis of LOA/Work order issued to him.
13. Name of Brand and Label would be decided by RSGSM for bottling and packing of IMFL of 25 ° UP i.e. 75° Proof.
14. Brand and Label would be got registered in the name of RSGSM.
15. Trademark registration under IPR of Brand and Label will be of RSGSM only.
16. The successful bidder will have to get Franchisee License from concerned authority/authorities. The successful bidder will have to obtain a Bottling License from excise commissioner. If successful bidder already possesses the same, then it will be required to be renewed only. Bottling License could be issued on the basis of agreement executed between successful bidder and RSGSM.
17. 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.
18. **Liquidated Damages:**

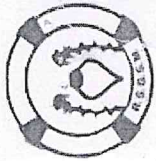
(i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the Manufacturer or similar reasons which 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.
- (b) The maximum amount of liquidated damages shall be 10%.



RAJASTHAN STATE GANGANGANAGAR SUGAR MILLS LIMITED

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

CIN:U15421RJ1945SGC000285

- (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 bidder 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.
19. In the event of breach of the contract at any time on the part of the contractor/ bidder, the contract may be terminated summarily by the Director In charge of the Company with such conditions as may be deemed fit.
20. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
21. 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.
22. All other terms and conditions will be applicable as per NIB dated 01-11-2019 and addendum/ corrigendum of above said NIB.

Please send your consent/offer with final rate by 02.03.2021 (12.00 PM); the supply would have to be made as per requirement of RSGSM.

The documents are uploaded on sppp.rajasthan.gov.in and rajexcise.gov.in for open information to submit objection/ comments if any, from any supplier regarding subject matter. The comment should be made on or before 25.02.2021 up to 1.00 PM. Which it will be presumed that any other vender is having no comments to offer and the case will be decided on merit.


General Manager
RSGSM Ltd., Jaipur