



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

CIN:U15421RJ1945SGC000285

वेबसाईट: [www.rajexcise.gov.in](http://www.rajexcise.gov.in) ई-मेल : [rsgmsgnr@yahoo.co.in](mailto:rsgmsgnr@yahoo.co.in)

## ई-निविदा आमंत्रण सूचना

शुगर फैक्ट्री चक 23 एफ कमीनपुरा में स्थापित डिस्टलरी में भण्डारित 8.87 लाख बी.एल.शोधित प्रासव (रैक्टिफाईड स्पिरिट) के विक्रय के संबंध में

वित्तीय वर्ष 2023-24 के लिये

द्वि-भाग निविदा

भाग- प्रथम

तकनीकी निविदा

निविदा क्रमांक-विक्रय/आर.एस./2023-24/35

दिनांक: 11.10.2023

निविदा प्रपत्र डाउनलोड करने का दिनांक व समय	:	दिनांक 10.10.2023 को सायं 5.00 बजे तक
प्रि-बिड दिनांक	:	दिनांक 16.10.2023 को प्रातः 11:00 बजे मुख्यालय जयपुर
निविदा प्रपत्र अपलोड करने की अन्तिम दिनांक व समय	:	दिनांक 25.10.2023 को सायं 5.00 बजे तक
तकनीकी निविदा खोलने की दिनांक व समय व स्थान	:	दिनांक 26.10.2023 को प्रातः 11.00 बजे जयपुर कार्यालय
वित्तीय निविदा खोलने की दिनांक व समय	:	वित्तीय निविदा खोलने की सूचना ई-प्रोक द्वारा स्वतः मैसेज के माध्यम से दी जावेगी
निविदा प्रपत्र मूल्य	:	रुपये 5000 मात्र + जी.एस.टी 18%
निविदा प्रोसेसिंग मूल्य	:	रुपये 1000 मात्र



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निविदा क्रमांक-विक्रय/आर.एस./2023-24/35

दिनांक: 09.10.2023

## ई निविदा आमंत्रण सूचना

- वित्तीय वर्ष/पिराई सत्र 2022-23 में निर्मित शोधित प्रासव के विक्रय हेतु राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, जयपुर द्वारा इच्छुक व्यक्ति/फर्म/कंपनी से ई-निविदा आमंत्रित की जाती है।

कार्य/वस्तु विक्रय	अनुमानित कीमत (लाख रु में)	निविदा प्रपत्र/ई-प्रोसेसिंग शुल्क	निविदा प्रस्तुत करने की प्रक्रिया	बोली प्रतिभूति राशि (लाख रु में)	निविदा प्रस्तुत करने की अंतिम तिथि व समय	निविदा खोलने की तिथि एवं समय
<b>For Sale of Rectified Spirit at Chak 23F, Teh. Sri Karanpur, Distt. Sriganganagar.</b>	<b>564.00</b>	रु. 5900 मात्र जीएसटी सहित तथा 1000, MD, RISL Jaipur	ऑनलाइन	<b>11.28</b>	दिनांक 25.10.2023 को सांय 05:00 बजे तक	दिनांक 26.10.23 को 11:00 बजे मुख्यालय

- वित्तीय निविदा (BOQ)/Price bid में जी.एस.टी एवं अन्य करो की राशि पृथक से निर्धारित कॉलम में अंकित करे ऐसा नहीं करने की स्थिति में निविदाओं में समस्त करो की राशि निविदादाता द्वारा दी गई दरो में सम्मिलित समझी जावेगी।
- राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड में कार्यरत कार्मिक द्वारा निविदा में भाग लिया जाना पूर्णतः निषिद्ध है। संस्थान में वर्तमान में सेवारत कार्मिक के परिवार के सदस्यों द्वारा भी निविदा में भाग लिया जाना पूर्णतः प्रतिबंधित है। परिवार की श्रेणी में दादा, दादी, माता, पिता, पत्नी, पुत्र, पुत्री (दत्तक पुत्र, पुत्री सहित), पुत्रवधु, पौत्र, पौत्री, बहन, भाई शामिल होंगे। यदि संस्थान में कार्यरत कार्मिक के किसी रिश्तेदार (उपरोक्तानुसार वर्णित परिवार के सदस्यों के अलावा) द्वारा निविदा में भाग लिया जाता है तो उसे लिखित में कार्मिक के साथ रिश्ते का घोषणा पत्र निविदा के साथ संलग्न करना होगा।
- निविदा प्रपत्र वेबसाइट [www.rajexcise.gov.in](http://www.rajexcise.gov.in) or [www.sppp.raj.nic.in](http://www.sppp.raj.nic.in) पर देखा जा सकता है एवं वेबसाइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) से डाउनलोड किया जा सकता है।
- ऑनलाइन निविदा में बोली प्रतिभूति राशि का उपरोक्तानुसार जिसका डीडी RSGSM Ltd. payable at Jaipur के पक्ष में, प्रोसेस फीस की राशि डीडी के माध्यम से रु. 1000, Managing Director, RISL, payable at jaipur के पक्ष में डीडी/नगद द्वारा तथा निविदादाता को ब्लैकलिस्टेड नहीं किये जाने का शपथ-पत्र उपरोक्त वर्णित दिनांक 25.10.2023 को सायंकाल 5.00 बजे तक कंपनी कंपनी कार्यालय जयपुर की क्रय शाखा में अनिवार्यतः जमा कराना होगा अन्यथा बिड स्वीकार योग्य नहीं होगी।
- निर्धारित तिथि एवं समय के बाद कोई भी बिड स्वीकार नहीं की जावेगी।
- निर्धारित तिथि एवं समय पर अपलोड की गई निविदाओं को कंपनी कार्यालय जयपुर की उपापन समिति (क्रय समिति) द्वारा निविदादाताओं या उनके प्रतिनिधियों की उपस्थिति में खोला/डाउनलोड जावेगा।
- निविदादाता की तकनीकी निविदा में सफल होने पर ही वित्तीय निविदा खोली जावेगी, तथा वित्तीय निविदा खोलने की सूचना ई-प्रोक द्वारा स्वतः मैसेज के माध्यम से निविदादाता को प्राप्त हो जावेगी।
- तकनीकी निविदा के साथ माल एवं सेवा कर के संबंध में राज्य एवं क्रेन्द्र सरकार द्वारा जारी दिशा निर्देशो व नियमो के अन्तर्गत आवश्यक दस्तावेज आदि की सत्यापित प्रतियां निविदादाता द्वारा निविदा प्रपत्र के साथ ऑनलाईन प्रस्तुत करनी होगी। इनके अभाव में निविदा को अस्वीकार कर दिया जावेगा।
- संबंधित सफल निविदादाता को 15 दिवस के भीतर-2 अनुबंध करना होगा, व कार्य सम्पादन प्रतिभूति राशि अनुबंध के समय पर जमा करानी होगी।
- संस्थान विक्रय प्रकरण में अधिकतम/क्रय प्रकरण में न्यूनतम दर को स्वीकार करने के लिये बाध्य नहीं होगी। साथ ही बिना कारण बताये निविदा को निरस्त किया जा सकेगा।
- कार्यादेश, अनुबंध आदि के संबंध में अगर कोई भी विवाद होता है, तो संबंधित फर्म के द्वारा प्रभारी संचालक महोदय को एकल पंच नियुक्ति करने का अनुरोध किया जा सकता है। एकल पंच द्वारा लिया गया निर्णय दोनों पार्टियों को स्वीकार योग्य होगा, तथा एकल पंच पर किये गये समस्त व्यय दोनों पार्टियों द्वारा समान रूप से वहन किया जावेगा।
- किसी भी विवाद की स्थिति में न्यायिक क्षेत्राधिकार जयपुर स्थित न्यायालय होंगे।



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14. कंपनी कार्यालय जयपुर में निविदा शुल्क, निविदा प्रासेसिंग शुल्क, बोली प्रतिभूति राशि के डिमान्ड ड्राफ्ट/बैंकर्स चैक एवं निविदा प्रपत्र की सभी शर्त व नियम से सहमति का 100/- रु. का नान ज्यूडिशियल स्टाप पेपर पर एनेकजर बी का शपथ पत्र प्रस्तुत किया जावें। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे। साथ ही निविदादाता यह भी सुनिश्चित करें कि निविदा संबंधी एवं चैक-लिस्ट अनुसार सभी दस्तावेजों को सत्यापित प्रति एवं निविदा प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर निविदादाता को अयोग्य घोषित किया जा सकेगा।

उपमहाप्रबंधक (क्रय)



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राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड	
परिचय	
निविदा क्रमांक	निविदा क्रमांक-विक्रय/आर.एस./2023-24/35 दिनांक: 09.10.2023
उपापन संस्थान	राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड
निविदा प्रपत्र का मूल्य	रु. 5000 + GST@18% का RSGSM Ltd. (Payable at Jaipur) के पक्ष में जारी चेक/डीडी व्यक्तिशः या डाक द्वारा कंपनी मुख्यालय की कय शाखा में निर्धारित तिथि व समय पूर्व/तक पहुंचाना अनिवार्य है।
निविदा प्रोसेसिंग का मूल्य	रु. 1000 का MD, RISL (Payable at Jaipur) के पक्ष में जारी बैंकर्स चेक/डीडी व्यक्तिशः या डाक द्वारा कय शाखा में निर्धारित तिथि व समय पूर्व/तक पहुंचाना अनिवार्य है।
निविदा जिसको प्रस्तुत करनी है, अथवा कोई स्पष्टिकरण वांछित है	उपमहाप्रबंधक (कय) राजस्थान राज्य गंगानगर शुगर मिल्स लिमिटेड, Third Floor, Near Aranya Bhavan, Jhalana, Jaipur, Rajasthan ई-मेल : gmh.rsgsm@rajasthan.gov.in
प्री बिड बैठक	दिनांक 16.10.2023 प्रातः 11:00 बजे मुख्यालय जयपुर
बिड की भाषा	हिन्दी व अंग्रेजी
निविदादाता को बिड के साथ संलग्न करना है-	निविदा की शर्तों एवं चेक लिस्ट में उल्लेखानुसार
दरों की वैधता अवधि	तकनीकी निविदा प्रस्तुत करने की तिथि से 90 दिवस
बोली प्रतिभूति राशि	11,28,000/- रु0
अधिकृत करना	निविदादता के लैटर हैड पर पॉवर ऑफ अटॉर्नी या अधिकृति पत्र
निविदा प्रपत्र को डाउनलोड करना	rajexcise.gov.in or sppp.raj.nic.in पर देखा जा सकता है एवं वेबसाइट eproc.rajasthan.gov.in से डाउनलोड किया जा सकता
निविदा डाउनलोड व अपलोड करने का अन्तिम दिनांक व समय	डाउनलोड करने की दिनांक 10.10.23 एवं अपलोड करने की अन्तिम दिनांक 25.10.2023 को सायंकाल 5.00 बजे तक वेबसाइट eproc.rajasthan.gov.in
तकनीकी निविदा खोलने की दिनांक व समय	दिनांक 26.10.2023 प्रातः 11.00 बजे eproc.rajasthan.gov.in द्वारा Third Floor, Near Aranya Bhavan, Jhalana, Jaipur,
वित्तीय निविदा डाउनलोड करने की दिनांक व समय	ई-प्रोक द्वारा स्वतः मैसेज प्रणाली के माध्यम से दी जावेगी
अवधि जिसमें जमानत राशि जमा कराकर अनुबंध का निष्पादन किया जाना है	कार्यादेश जारी करने के 15 दिवस में करना होगा, अन्यथा बोली प्रतिभूति राशि जब्त कर ली जावेगी।
अपील प्राधिकारी का पदनाम व पता	First: Joint Secretary Finance (Excise) Second: Secretary (Budget ) Government of Rajasthan



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## घोषणा-पत्र

मैं/हम .....(व्यक्ति/फर्म/कंपनी आदि)  
बहसियत .....(पदनाम/प्रास्थिति) द्वारा  
समस्त बिड दस्तावेज का ध्यानपूर्वक अध्ययन कर लिया गया है एवं इसके समस्त  
प्रावधानों व शर्तों से बाध्य होना स्वीकार करते हैं तथा स्वीकारोक्ति स्वरूप सभी पृष्ठों  
पर आद्याक्षर कर दिये गये हैं। मेरी/हमारी जानकारी निम्नानुसार है—

व्यक्ति/फर्म/कंपनी का नाम \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

कार्यालय पता \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

फैक्ट्री का पता \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

दूरभाष संख्या कार्यालय .....

निवास .....

फैक्ट्री .....

फैक्स .....

ई-मेल .....

मोबाईल .....

वैधानिक विवरण:—

माल एवं सेवाकर पंजीयन संख्या (GSTIN) \_\_\_\_\_

पैन नंबर \_\_\_\_\_

जी.एस.टी जमा की विवरणी का संदर्भ \_\_\_\_\_

बोली प्रतिभूति राशि मय मदिरालय का विवरण



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डिमन्ड ड्राफ्ट/बैंकर चैक संख्या एवं दिनांक \_\_\_\_\_

डिमन्ड ड्राफ्ट/बैंकर चैक राशि \_\_\_\_\_

निविदादाता का बैंक का नाम \_\_\_\_\_

बैंक खाता संख्या \_\_\_\_\_

बैंक आरटीजीएस न0 \_\_\_\_\_

हस्ताक्षर \_\_\_\_\_

नाम व पदनाम हस्ताक्षरकर्त्ता \_\_\_\_\_

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



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CIN:U15421RJ1945SGC000285

निविदादाता द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय जयपुर में नियमानुसार जमा करानी होगी:—

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	निविदा शुल्क	5000+ GST 18%	डिमाण्ड ड्राफ्ट	Rajasthan State Ganganagar sugar Mills Ltd, Jaipur
2	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	डिमाण्ड ड्राफ्ट	Managing Director, RISL, Jaipur
3	निविदा की अनुमानित लागत	564.00 लाख		
4	अमानत राशि	2%अनुमानित मूल्य का 11,28,000 /—	डिमाण्ड ड्राफ्ट	Rajasthan State Ganganagar sugar Mills Ltd, Jaipur

- निविदा शुल्क, ई-प्रोसेसिंग फीस एवं अमानत राशि के ड्राफ्ट/बैंक गारन्टी द्वारा उपरोक्त राशि निविदादाता द्वारा आरएसजीएसएम, जयपुर में दिनांक 25.10.2023 को सांय 5.00 बजे तक जमा कराना आवश्यक है।
- निविदा में सभी संशोधन निविदा जारी करने के उपरान्त [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) वेबसाइट पर ही जारी किये जावेंगे। निविदादाताओं द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- ई-टेन्डरिंग के लिये निविदा दाता हेतु निर्देश
  - निविदाओं में भाग लेने वाले समस्त निविदादाताओं को इन्टरनेट वेब साइट [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) पर रजिस्टर करवाना होगा। ऑन लाइन निविदा में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-II), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक निविदा में साइन करने हेतु काम आयेगा। निविदादाता उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA)द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा 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।
  - निविदा दाताओं को निविदा प्रपत्र एवं संबंधित दस्तावेज इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
  - इलेक्ट्रॉनिक निविदा प्रपत्रों को जमा कराने से पूर्व निविदादाता यह सुनिश्चित कर लेवे कि निविदा प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी निविदा प्रपत्रों के साथ अटैच कर दी गयी है।
  - कोई भी टेण्डर इलेक्ट्रॉनिक फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
  - टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
  - ऑन लाईन निविदा भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप निविदा प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।
  - यह स्पष्ट किया जाता है कि किसी भी स्थिति में भौतिक रूप में निविदायें स्वीकार नहीं की जायेगी। इच्छुक निविदादाता के लिये ई-निविदा प्रक्रिया अपना अनिवार्य है।



## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

**Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari**

**JAIPUR**

**CIN:U15421RJ1945SGC000285**

**N.B.** These conditions should be read very carefully by the tenderer while filling the tender.

### **1.0 Eligibility criteria for the bidder :-**

1.1 A bidder may be Proprietor, Partnership, Company, Cooperative society or any other legal entity.

1.2 Bidder firm should be approved/authorized supplier/manufacturer/trader from Center/State Excise Department for selling/manufacturing of RS/ENA/Ethanol.

1.3 Bidder 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.

1. Quantity of Rectified spirit will be approximately 8.87 Lacs BL stored in Mild Steel tanks at Chak 23 F Kaminpura, Kesrisinghpur. Chemical Analysis of RS is mentioned at general condition no. 23. Tenderers should satisfy themselves about quality of Rectified spirit before submitting their tender.
2. Tenderer shall be required to deposit performance security money 5% of basic value through Bank draft within 7 days of the finalization of rates. The earnest money 2% deposit at the time of tender will however be adjustable in the security money.
3. Rates quoted shall be Ex-factory 23 F Kaminpura, Kesrisinghpur. The Central Excise Duty/export/import excise duty & all Govt. Levies/Taxes would be extra. Any other Govt. levies/ Taxes as applicable at the time of dispatch would be extra. The billing will be made accordingly.
4. If the tenderer fail to execute order and contract within specified period the Director Incharge, may at his discretion allow extension of time subject to recovery of, liquidated damage a sum equal to the following percentage of the value of the goods which the tenderer has failed to lift for the period of delay as stated below:-
  - i) Delay up to one fourth periods or the prescribed delivery period 2 ½ % of value of goods not lifted.
  - ii) Delay exceeding one-fourth but not exceeding half of the prescribed delivery period 5% of value of goods not lifted.
  - iii) Delay exceeding half but not exceeding three fourth of the prescribed delivery period 7 ½ % of value of goods not lifted.
  - iv) Delay exceeding three-fourth period OR beyond that 10% of value of goods not lifted.

Note:-

  - a) The maximum amount of agreed liquidated damages will be 10%.

It is clarified that General Manager, Rajasthan State Ganganagar Sugar Mills Limited may take risk and cost action if extension not granted. Director Incharge, RSGSM may also extend delivery period without charging L.D. in genuine cases if he is satisfied with the reasons of delay.





## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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5. Lifting period shall be as under from the date of issue of order. The entire quantity will have to be lifted within stipulated period for lifting of Rectified spirit would be 60 Days.
6. The lifting shall be on “as is where is” basis.
7. The lifting shall be against advance payment.
8. The measurement will be carried out on the basis of dip of tankers and weight of filled tankers. in case of difference in quantity of these two (dip and weight of tankers) then weight of tankers will be considered for dispatch quantity.
9. Once the Rectified spirit is delivered, Mills has no responsibility.
10. Tenderer shall make their own arrangement of transportation at his own cost.
11. Tenderer shall have to give the name of authorized representative for taking delivery of Rectified spirit. At the time of taking delivery of Rectified spirit authorized representative will submit transporter built duly verified by him.
12. Tenderer shall abide by the rules and regulations enforced by The Excise Department from time to time right from the day of tender of rectified spirit till entire tendered stock is lifted. The Liability of obtaining NOC from Excise Department or any other authority in connection with movement of Rectified Spirit would lie upon the successful Tenderer.
13. Tenderer will not have any right to claim lifting of Rectified spirit in case of cancellation of the allotment of Rectified spirit to him due to the policy decision of State Government/Central Government.
14. If tenderer fails to lift the allotted quantity of Rectified spirit within the stipulated period, the company will sale the unlifted quantity of Rectified spirit at the risk & cost of the successful tenderer without granting any extension.
15. The Management reserves the right to increase or decrease the quantity of Rectified spirit.
16. The management reserve the right to cancel any/ all tender without assigning any reason.
17. Tender must be enclosed in a proper sealed envelope according to the directions given in the tender notice and in these terms & condition & must reach this office in time & date as notified.
18. The tenderer shall be deemed to have carefully examined, studied and understood the conditions, specifications etc. of the goods. If he will have any doubt as to the meaning of any terms and conditions etc., he will refer the same to the Dy. General Manager (Purchase) of the company and get clarifications.
19. The Tenderer shall not assign or sublet his contract or any substantial part thereof to any other agency.
20. The security money shall be refunded on satisfactory completion of the contract. No interest is payable by the company on the security money. In case of breach of any terms & conditions of the contract the amount of security deposited will be forfeited in full or part thereof by the company. In this regard, the decision of the Director Incharge will be final.
21. Tenderer shall submit GST/VAT registration certificate and GST/VAT clearance certificate from the competent authority along with the tender failing which tender is liable for summary rejection.
22. If the Tenderer imposes conditions which are in addition or in conflict with the conditions mentioned herein, his tender is liable for summary rejection at the discretion of the Company.
23. In the event of breach of any conditions of the contract at any time on the part of the tenderer, the contract may be terminated summarily without compensation to the Tenderer.



**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

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24. Tender should be filled online. No additions & alternations should be made in the tender. No overwriting should be done. Correction if any should be done separately & initialed by the Tenderer.
25. Tenderer should sign the each page of tender form as a token of his acceptance of all the terms & conditions of the tender before uploading of Tender documents
26. Clearance certificate of GST/VAT along with attested copy of Pan Card is to be attached with the tender.
27. Company reserves the right to bifurcate the order between more than one party at highest rates as per RTPP Rules 2013.
28. Tenderers who had submitted their online tender by downloading tender form from website must deposit cost of tender form with the office of RSGSM Jaipur upto 05.00 PM of 25-10-2023, failing which their tender would not be open.
29. All legal proceedings arising out of this contract shall be subject to the jurisdiction of the Courts situated at Jaipur and not elsewhere.
30. In case of any dispute the person nominated by Director Incharge of the company shall be sole Arbitrator and his decision shall be final and binding on both the parties.
31. Necessary NOC/Permission from State/Center/ Other State Excise or any other regulatory authority shall be obtained by successful bidder. No time extension or delay shall be considered for obtaining these NOC/Permissions.

Date :- .....

SIGNATURE OF THE TENDERER

Place :-.....

(WITH FIRM STAMPS/SEAL)

COMPLETE POSTAL ADDRESS



## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

*Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari*

**JAIPUR**

*CIN:U15421RJ1945SGC000285*

# **Rajasthan State Ganganagar Sugar Mills Limited**

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

1. The probable Bidder 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 Bidder from the agencies authorized by Controller of Certifying Authorities (CCA). The Bidder already having valid Digital Signature Certificates are not required to obtain fresh DSC.
2. The bids shall be submitted online in the format on the above mentioned website with digital signature.
3. The Bidders 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.
4. RSGSM shall not be responsible in any manner for any delay/ failure on the part of Bidder in online submission of the bids within stipulated date and time.
5. All the columns of the lists/ formats / attachments must be filled completely, clearly and in readable form and submitted online.
6. RSGSM shall not be responsible for any failure of bidder in online submission of the bids which may occur due to improper understanding/ compliance of the instructions for online submission.
7. All the relevant document (All DD's/BC/BG and affidavit of Rs 100/- as per annexure-B and Undertaking of non blacklisted should be mandatory to submit physically before 05:00 PM on dated 25.10.2023. at RSGSM, Jaipur Office. Please read carefully and comply: -
8. Tenderers are hereby explicitly warned that individuals signing the tender 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 i.e. for procurationem?
  - (d) In case of Companies and registered firms, as Secretary, Manager, Partner, Director etc. will submit an authorisation of the company. The copy of the document in which authority has been given should be enclosed with the tender if the same has not been sent to the Company prior to the opening at tender.
9. Dealer not registered under GST Act, prevalent in the state where his business is located, may not be eligible for tender. The GST/VAT registration numbers should invariably be quoted.
10. The tenders should be signed the tender form at the end of each page as a token of his acceptance of all the terms and conditions of the tender.
11. The tender must be accompanied by an earnest money as required which is equivalent to 2% (0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the value of the items tendered without which the tender shall not be considered. The earnest money should be deposited by DD or Banker cheque in the name of Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.



## **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

**Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari**

**JAIPUR**

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12. The earnest money will be refunded to unsuccessful tenderer after final acceptance of the tender whereas in case of successful tenderer, it will be treated a part of the security deposit.
13. No request for adjustment of outstanding claim of any kind against the company towards EMD/SD will be entertained, and failure to deposit the EMD/SD in full amount will always result in cancellation of tender.
14. Successful tenderers will have to deposit security money or an amount equal to 5% (1% in case of SSI/Cottage Industries of Rajasthan registered with Industries Department) of the actual value of the articles by way of DD/BC in favour of the Rajasthan State Ganganagar Sugar Mills Ltd. Jaipur within specified period from the date of issue of sale order. The sale order duly signed by the authority shall be an agreement for supply. The security money will be refunded after the completion of the contract. No interest will be paid by the Company on the security money. If a tenderer fails to deposit the required security within the period specified, such a failure will be treated as breach of the terms and conditions of the tender and will result in the forfeiture of the earnest money in part or in full at the discretion of the Company for reason to be recorded.
15. TENDER SHALL BE VALID for 90 days from the dead line for submission of Bids
16. The quantities shown in the tender notice are approximate and it may be increased as per RTPP Rules 2013.
17. The time specified for sale of goods shall be deemed to be the essence of the contract and the successful tenderer shall arrange within that period on receipt of work/sale order from the Company.
18. When the security money (Performance security) in full or in part is proposed to be forfeited, a notice will be given to the tenderer to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
19. 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 Incharge of the Company with such conditions as may be deemed fit.
20. Remittance charges on payment made to firms except through cheques will be borne by the supplier unless specifically agreed by the Company.
21. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur only. Direct or indirect canvassing on the part of tenderers or their representatives will disqualify them.
22. In case of any dispute arising in contract, 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.
23. Analysis report of RS is as under.



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

CIN:U15421RJ1945SGC000285

राजस्थान सरकार

आयकर विभाग

क्रमांक :- LAI/BNR/QC/22-23/768

दिनांक 15/03/2023

पत्रांश संख्या

RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD.  
SRI GANGANAGAR Rajasthan

REPORT ADMISSIBLE UNDER SECTION 293-C, PC

परीक्षण प्रतिवेदन

पत्रांश संख्या, RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD. SRI GANGANAGAR (राजस्थान) से  
ला. सं. 4 सं. सं. EXC/QC/SGN(43)/22-23/2 दिनांक 13/03/2023 के माध्यम से Virender Kumar, Lab Boy द्वारा निम्नलिखित  
नमूने सुरक्षित (Intact) दिनांक 15/03/2023 को प्राप्त हुए।

मूल - F.I. S&P SGNR सही पायी गई।

विशेषण नं. 293B: शुद्ध (Alcohol) के तत्वों का परीक्षण तथा निर्धारण।

नमूने का विवरण :								
Sample Of	Brand Name	MARKA	Quantity(ML)	Batch No	Strength	Tanker No.	Permit NO	Sample Taken Date
Distilled Spirit	One Bottle 750 ML		750	Val No. 2-13/03/23				13/03/2023
प्रमाण : प्राप्त हुए नमूने के विश्लेषण द्वारा।								
CHARACTERISTIC				REQUIREMENTS		FOUND		OPINION
1	STRENGTH DEGREES OVER-PROOF MIN			66.00 O.P		67.17 OP		Comply
2	MISCIBILITY WITH WATER			Miscible		MISCIBLE		Comply
3	ACIDITY (AS CH <sub>3</sub> COOH) PERCENT BY WEIGHT Max			0.002		0.00148		Comply
4	RESIDUE ON EVAPORATION PERCENT BY WEIGHT MAX			0.005		0.00234		Comply
5	ALDEHYDE CONTENT (AS CH <sub>3</sub> CHO) gm PER 100ML, MAX			0.006		<0.006		Comply
6	ESTER CONTENT (AS CH <sub>3</sub> COOC <sub>2</sub> H <sub>5</sub> ), gm PER 100 ML, MAX			0.02		0.0158		Comply
7	ETHYL ALCOHOL CONTENT			To Satisfy the requirement of the test		TEST SATISFIED		Comply
8	ETHYL ALCOHOL CONTENT			To Satisfy the requirement of the test		TEST SATISFIED		Comply
9	FUSSEL OIL CONTENT			To Satisfy the requirement of the test		TEST SATISFIED		Comply
OPINION- In the Opinion of the undersigned the sample referred to above comply according to the requirements given in IS 323:1959								



Digital Signed By:-VIRENDRA SINGH

सहायक रासायनिक परीक्षक

आयकर विभाग

बीकानेर राजस्थान





# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

CIN:U15421RJ1945SGC000285

## आवकारी विभाग

नमूनांक :- LAB/BKN/QC/23-24/187

दिनांक 05/07/2023

प्रभारी अधिकारी

RAJASTHAN STATE GANGANAGAR SUGAR  
MILLS LTD. SRI GANGANAGAR Rajasthan

REPORT ADMISSIBLE UNDER SECTION-293 Cr PC

### परीक्षण प्रतिवेदन

प्रभारी अधिकारी, RAJASTHAN STATE GANGANAGAR SUGAR MILLS LTD. SRI  
GANGANAGAR (राजस्थान) से उनके पत्र संख्या EXC/QC/SGN(43)/23-24/1 दिनांक 04/07/2023 के माध्यम  
से Virender kumar, Lab boy द्वारा निम्नांकित नमूने मुहसंद (Intact) दिनांक 05/07/2023 को प्राप्त हुए।

मुहर - E1 SKP SGNR सही पायी गई।

विश्लेषण का उद्देश्य:- सुषव (Alcohol) के तत्वों का परीक्षण तथा निर्धारण। VAT- 0।

नमूने का विवरण :									
#	Sample Of	Brand Name	MARKA	Quantity(ML)	Batch No	Strength	Tanker No.	Permit NO	Sample Taken Date
1	RECTIFIED SPIRIT	One Bottle 750 ML	-	750	--31/03/23				04/07/2023
परिणाम :- प्राप्त हुए नमूने के विश्लेषण द्वारा।									
#	CHARACTERISTIC				REQUIREMENTS		FOUND	OPINION	
1	STRENGTH DEGREES OVER-PROOF MIN				66.00 O.P		67.06 OP	Comply	
2	MISCIBILITY WITH WATER				Miscible		MISCIBLE	Comply	
3	ACIDITY (AS CH <sub>3</sub> COOH) PERCENT BY WEIGHT Max				0.002		0.000146	Comply	
4	RESIDUE ON EVAPORATION PERCENT BY WEIGHT MAX				0.005		0.00233	Comply	
5	ALDEHYDE CONTENT (AS CH <sub>3</sub> CHO) gm PER 100ML, MAX				0.006		0.00409	Comply	
6	ESTER CONTENT (AS CH <sub>3</sub> COOC <sub>2</sub> H <sub>5</sub> ), gm PER 100 ML, MAX				0.02		0.00156	Comply	
7	FURFURAL CONTENT				To Satisfy the requirement of the test		TEST SATISFIED	Comply	
8	METHYL ALCOHOL CONTENT				To Satisfy the requirement of the test		TEST SATISFIED	Comply	
9	FUSEL OIL CONTENT				To Satisfy the requirement of the test		TEST SATISFIED	Comply	
OPINION- In the Opinion of the undersigned the sample referred to above comply according to the requirements given in IS 323:1959									



Digital Signed By:-VIRENDRA SINGH  
सहायक रासायनिक परीक्षक

Signature and seal of Tenderer



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

CIN:U15421RJ1945SGC000285

निविदा क्रमांक-विक्रय/आर.एस. / 2023-24 / 35

दिनांक: 09.10.2023

## **CHECK LIST (TECHNICAL BID)**

### **To be filled by the bidder**

(Information to be provided along with the bid document & requisite bid security.

Without Bid security the Bid shall not be considered for Evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
	Signed Tender Document		
1)	Name of Firm		
2)	Nature of firm and year of Establishment		
3)	Name of the Owner and address of directors and key persons in case of the limited company. (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		
4)	Name and address of partners in case of the partnership firm alongwith deed and MOU. (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)		
5)	Address: - i. Office /branch Address, Phone No, Fax No, Email		
6)	Valid company Registration Certificated .		
7)	P. F. registration number		
8)	GSTIN /VAT/ Excise, if required (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)		
9)	Income Tax Permanent Account No. (Enclose copy of PAN No.)		
10)	A copy of last three years income tax return		
11)	Type of account and account No.: Whether the firm has any suits/claims pending with tax authorities: (attach details)		
12)	Non Black Listed Affidavit		

Signature of the Tenderer



# **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

*Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari*

**JAIPUR**

*CIN:U15421RJ1945SGC000285*

## **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

Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

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## Annexure B : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

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**JAIPUR**

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## **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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- (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.

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Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

CIN:U15421RJ1945SGC000285

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

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# **RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

*Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari*

**JAIPUR**

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## **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.

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**RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED**

**Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari**

**JAIPUR**

**CIN:U15421RJ1945SGC000285**

(To be Produced with Technical Bid wherever required )

To whom it may concern

**Authorisation Certificate**

Certified that –M/S-----  
----- (Name of firm submitting  
tender)  
are authorized Distributor/ Dealer to sale -----  
----- (mention brand name of product)

Manufactured by us, in -----districts of ----- (Mention  
name of state) in INDIA

This authorization is valid upto -----

Dated-----

Signature of  
Manufacturer with complete  
Address



# RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd. Office: 3<sup>rd</sup> CoERRA Bhawan, Jhalana Dungari

JAIPUR

CIN:U15421RJ1945SGC000285

## RATE CONTRACT AGREEMENT (Performa)

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2023 between General Manager **Rajasthan State Ganganagar Sugar Mills Limited** having its Head Office at 4th 3<sup>rd</sup> Floor **CoERRA, Jhalana Dungri Jaipur** (Hereinafter referred to as 'RSGSM') –

### FIRST PARTY

AND

M/s \_\_\_\_\_ having its office \_\_\_\_\_  
(Hereinafter referred to as the eligible 'Supplier') 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 cane season 2016-17 RSGSM reserves the right to increase the quantity upto 50% by way of repeat order.
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.

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.

4. Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the RSGSM and appended to this agreement regarding supply of Ball Bearing to first party (RSGSM Jaipur) by the second party shall also form part of this agreement.

5.

- (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 pay through Cheque 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:-

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

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(ii) Should the supplier fail to execute the order/contract within the period specified in the Tender Form/ Supply Schedule. The General Manager RSGSM Incharge may at his discretion allow extension of time, subject to recovery from the supplier as liquidated damages and not by way of penalty, as sum equal to the following percentage of the value of goods which the supplier has failed to supply for the period of delay as stated below :-

- (a) Delay upto on fourth period of the prescribed delivery Period. 2 ½%
- (b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period. – 5%
- (c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period. - 7 ½%
- (d) Delay exceeding three fourth of the prescribed delivery period. - 10 %

## Notes:

- (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%
  - (iii) When the supplier is unable to complete the order/contract within the specified or extended period the company shall be entitled to accept supply and get the work done from the open market without notice to the supplier, but at his risk and cost i.e. supplier Account and risk. The goods or any part thereof which the supplier has failed to supply or if not available, the best and nearest available substitute thereof or to cancel the contract and the supplier shall be liable for any loss or damage which the company sustained by reason of such failure on the part of the supplier. But the supplier shall not be entitled to any gain on such purchase made against default. The recovery of such loss or damage shall be made from any sum accruing to the supplier under this or any other contract with the company. If recovery is not possible from the bills and the contractor 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.
7. 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 are 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.
8. Arbitration Clause. : In case of any dispute arising in contract, 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.
9. The venue of the arbitration shall be Jaipur only and jurisdiction for any matter/dispute arising out of or concerning or connected with such arbitration and contract shall be Jaipur only.
10. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and buyer have here into set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. \_\_\_\_\_ Dy. General Manager (Purchase)  
Authorised Sinatory RSGSM, Jaipur

Witness

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

Witness

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