



RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

Regd .Office :4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-06.

Tel: 0141-2740841, Web: www.excise.rajasthan.gov.in

Email: dgmpurchase.rsgsm@rajasthan.gov.in

CIN:U15421RJ1945SGC000285

Notice Inviting e-Bid

RATE CONTRACT FOR PROCUREMENT OF RECTIFIED SPIRITS (GRAIN & MOLASSES BASED) (For 3 Months)

Two Part Online Bid
(Single Stage)

Part I

TECHNICAL BID

(To be Submitted Duly Filled And Signed Along With The Bid)

NIB. NO. RSGSM/RS/RC/2022-23/Pur/42

Date: 28.11.2022

Pre-bid meeting	:	On 05.12.2022 at 12.00 noon
Bid submission start date	:	From 07.12.2022 at 03.00 p.m.
Last date/ time download of bid form	:	Till 19.12.2022 up to 6.00 p.m.
Last date/ time of upload of the bid	:	Till 19.12.2022 up to 6.00 p.m.
Date and time of opening of the bid	:	On 20.12.2022 at 03.00 p.m.
Date and time of opening of the financial bid	:	To be intimated through eproc automated messaging system
Price of bid document	:	Rs. 2360/- including GST
Price of e- bidding process fee	:	Rs. 1000/-

Rajasthan State Ganganagar Sugar Mills Ltd.

4thFloor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006

Tel. No. : 0141-2740841 Fax : 0141-2740676

E-mail: dgmpurchase.rsgsm@rajasthan.gov.in

NOTICE INVITING e-BIDS

NIB.NO. RSGSM/RS/RC/2022-23/Pur/42

Date 28.11.2022

1. Online unconditional bids are invited for procurement of Rectified Spirit (Grain/Molasses Based) through rate contract from manufacturer of the subject matter of procurement on F.O.R. basis at various reduction centers of Rajasthan State Ganganagar Sugar Mills Limited up to **6.00 p.m. of 19.12.2022** as listed below:-

S. NO.	Name of Article	Specifications	Quantity in Lakhs BL	Bid Security	Validity Period of Bids	Place of Delivery
1	Rectified spirit (Grain based strength 66° OP and above)	IS Specifications 323:2009	67.50	Bid security @ 2%	90 days	Place of delivery as per Annexure-E
2	Rectified spirit (Molasses based strength 66° OP and above)		7.50			

2. Bidding document can be seen at website <http://www.excise.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in>. Bid form may be also seen and downloaded from website <http://eproc.rajasthan.gov.in>. The price of bidding document may be paid along with user charges/processing fee before at the time of submission of the bid.

3. **ई-बिड प्रस्तुतीकरण के लिये बिडर्स हेतु निर्देश:-**

- क बिड में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (DSC, Type-III), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (CCA) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन 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 वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
- ग इलेक्ट्रॉनिक बिड प्रपत्र को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्र से संबंधित सभी आवश्यक दस्तावेजों की स्कैन कॉपी बिड प्रपत्र 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 भरकर ऑन लाईन दर्ज करें।
- च ऑन लाईन बिड भरते समय संबंधित निर्देशों का पालन नहीं करने के परिणामस्वरूप बिड प्रक्रिया में उत्पन्न किसी भी प्रकार की बाधा के लिए आरएसजीएसएम की जिम्मेदारी नहीं होगी।

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- छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबमिशन के प्रशिक्षण हेतु सूचना प्रौद्योगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई-प्रोक्युरमेंट सेल हेल्पडेस्क न. 0141-4022688, ई-मेल: eproc@rajasthan.gov.in वेबसाइट: www.eproc.rajasthan.gov.in से सम्पर्क कर सकते हैं।
- ज बिड में सभी संशोधन बिड जारी करने के उपरान्त eproc.rajasthan.gov.in वेबसाइट पर ही जारी किये जावेंगे। बिडर द्वारा वेब (ई-मेल) पर संशोधनों/स्पष्टीकरण को प्राप्त नहीं करने के संबंध में किसी भी दावे को स्वीकार नहीं किया जावेगा।
- झ बिड शुल्क रु. 2360 मय जीएसटी (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क रु. 1000 (MD, RISL, payable at Jaipur के पक्ष में), बोली प्रतिभूति राशि (RSGSM Ltd. payable at Jaipur के पक्ष में) के डिमाण्ड ड्राफ्ट/बैंकर्स चेक/ऑनलाईन जमा विवरणी एवं एनेक्सर 'बी' (रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसएमएम, सहकार भवन में जमा कराना होगा। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेंगे।
- ञ बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चेक-लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाइट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड 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 Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006

Tel. No. : 0141-2740841 Fax : 0141-2740676

Email : dgmpurchase.rsgsm@rajasthan.gov.in

NIB. NO. RSGSM/RS/RC/2022-23/Pur/42

Dated – 28.11.2022

NOTICE INVITING BID

Bids for rectified spirit (grain/molasses based) are invited from interested bidders up to 6.00 p.m. of 19.12.2022. 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.

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Dy. General Manager (Purchase)

Rajasthan State Ganganagar Sugar Mills Ltd.

<u>Instructions to bidders:</u>		
1.	Nib no.	RSGSM/RS/RC/2022-23/Pur/42
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement & period of rate contract	Rectified Spirit (Grain Based & Molasses Based); the period of rate contract shall be 3 months from the date of issue of purchase order. In case it is not possible to conclude the new rate contracts due to unavoidable reasons, the existing rate contracts may be extended on same price, terms and conditions as per RTPP Rules, 2013.
4.	(I) the price of the bidding document	Rs. 2360/- including GST by way of demand draft/banker's cheque/ online in the name of 'Rajasthan State Ganganagar Sugar Mills Limited payable at Jaipur.
	(II) e - bid processing fees	Rs. 1000/- by way of demand draft/banker's cheque/ online 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 : dgmpurchase.rsgsm@rajasthan.gov.in
6.	Pre-bid meeting	On 05.12.2022 at 12.00 noon
7.	Language of the bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As detailed in technical bid check list
9.	Bid validity period	90 days from the date of opening of technical bid
10.	Bid security	Bid security @ 2% of value of offered quantity as per estimated rates shall be required, should reach RSGSM head office, Jaipur up to 6.00 p.m. of 19.12.2022 .
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/letter of authorization under signature of competent authority on the letter head of the company/firm
12.	Downloading of bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 p.m. on 19.12.2022 .
13.	Submission of bids	On Rajasthan Government's portal www.eproc.rajasthan.gov.in Up to 6.00 p.m. on 19.12.2022 . Electronic submission of bid is mandatory. Bids received after the specified time and date shall not

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		be accepted.
14.	Opening of bids (a) technical bid	Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur-302006 at 03.00 p.m. on 20.12.2022 (on Rajasthan Government's portal www.eproc.rajasthan.gov.in)
	(b) Financial bid	To be intimated through eproc.rajasthan.gov.in automated messaging system
15.	Execution of agreement	Within 15 days from the date of issue of letter of acceptance (LoA).
16.	Work performance security	2.5% of value of ordered quantity within 15 days from the date of issue of letter of acceptance (LoA)/ at the time of execution of agreement.
17.	<i>Appellate authority</i>	First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur. Second: Secretary, Finance (Budget) & Commissioner, Agriculture

I/ We _____ (*name of the bidder*) in the capacity of (*designation*) as bidder have read the instructions, NIB and all the terms and conditions of bid annexed hereto carefully and agree to abide by all the terms and conditions and have digitally signed and serially numbered all the pages in token of acceptance thereof. Details of the bidding firm/company are as below:

Name of firm/company/individual : _____

Office address (with PIN code) : _____

: _____

: _____

Factory address (with PIN code) : _____

: _____

: _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

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Fax (with STD code) : _____

E- Mail ID : _____

Mobile : _____

Website if any : _____

Statuary details

GSTN : _____

PAN : _____

Bid Processing Fee DD/BC No./Online detail & amount: _____

Bid Fee DD/BC No. /Online detail & Amount : _____

Bid Security DD/BC No. /Online detail & Amount: _____

Details of bank account of the bidder

Bank name and branch address : _____

Bank account no : _____

Bank IFSC/MICR Code : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place: _____

(Attach sheets wherever necessary and strike out whichever is not applicable)

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

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Bhawani Singh Road, Nehru Sahkar Bhawan, Jaipur – 302006

Special Terms and Conditions

Important instructions :- 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.rajabastan.gov.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the act and the rules before participating in the bidding process. If there is any discrepancy between the provision of the act/rules and this bidding document, the provisions of the act and the rules shall prevail.

1. **Approximate Quantity:** - The approximate and tentative quantity of subject matter of procurement are as below:

a) Rectified spirit (grain based)	– 67.50 lakhs BL
b) Rectified spirit (molasses based)	– 7.50 lakhs BL

subject to variation as per Rajasthan Government directives and policies.
2. **Estimated Value of Bid:** Total estimated value of bid is approx. Rs. 50.02 Crore excluding taxes as applicable.
3. **Bid security:** Total estimated cost, based on total bid quantity, has been calculated ₹ 50.02 Crore, on the basis of which bid security @ 2% should be submitted by the bidder.
4. **Specification of Rectified Spirit (Grain/Molasses Based):** The rectified spirit to be supplied should conform to IS specification No. 323:2009 (as amended from time to time). It should be fit for potable use and the strength of rectified spirit shall be 66° OP and above. Certificate issued by Excise Official of exporting state to this effect as well as showing that it is grain/molasses based and conforming to ISI and is fit for human consumption shall be furnished with each consignment (Annexure 'H'). In case said certificates are not sent along with each tanker, the tanker shall not be decanted (unloaded). In charge RC concerned shall keep all such annexure(s) "H" in their custody at RC level. Supply of rectified spirit below 66° OP will be rejected at suppliers risk & cost.
5. **Technical Evaluation:** - The bids will technically be evaluated first. The bidder will have to provide complete profile of the company/ organization including audited balance sheets details of plant & machinery, capacity utilization, supply and other details as per requirement of check list (technical bid).
6. **Financial Evaluation:** - The item wise rate (excluding tax) offered by bidder for subject matter of procurement shall be taken into consideration for determination of L1.
7. **Inspection of factory/ works of the bidder:** The RSGSM Ltd. will be free to carry out sudden inspection of the factory/ works of the bidder before opening their bid or during the supply contract without prior intimation. If the factory is found un-functional or the details of the plant and machinery if found otherwise than as mentioned in the bid, bid security/security deposit may be forfeited with 18% GST.

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8. Company reserves the right to conduct sudden/ random inspection of the supplied rectified spirit to check the quality at reduction center or any place even after the final payment. If quality of supplied rectified spirit are not found up to the mark, the rejected rectified spirit can be returned as per excise rules at the level of company & the suitable deduction shall be made from the bill. The decision of the RSGSM will be final and binding to the supplier firm. In this regard claim of any supplier shall not be accepted.
9. **RATE**: Single rate per bulk liter F.O.R. should be quoted in financial bid (online) separately as per the performa schedule of rate enclosed to the bid document. The supply of rectified spirit shall be made at RSGSM godowns/warehouses as per annexure 'E'. The rate quoted shall remain valid during currency of whole of the supply contract period and no escalation will be allowed. Any increase or decrease in government levies or taxes on grain/molasses based rectified spirit shall be considered by the director in-charge of RSGSM on presentation of proof of such increase/decrease and escalation / reduction shall be allowed accordingly, which shall be binding on the supplier. Tax shall be shown separately. If tax will not be shown separately, the quoted rate shall be assumed inclusive of tax but in such case rate excluding the tax as per applicable rate shall be considered for determination of I-1.

Note :-

- a. Please indicate separately prevailing Export Pass Fee/ Export Duty of Exporting State as on date @ Rs. _____ per B.L. **(to be filled by bidder)** **If tax is not applicable it should be mentioned specifically, otherwise quoted rates shall be considered as being inclusive of applicable tax.**
- b. The offered quantity should not include the supply ordered in previous bid & is yet to be supplied.
10. In case, if any quantity, full or part, against the ordered quantity, remains unsupplied, permit fee for import/transport of rectified spirit within the state paid by RSGSM shall be recovered from the supplier.
11. If tax is not applicable it should be mentioned specifically, otherwise quoted rates shall be considered as being inclusive of applicable tax.
12. ***The bidder shall have to offer a minimum quantity of 15 lakhs B.L. of rectified spirit (grain based) or 7.5 lakhs B.L. of rectified spirit (molasses based). Offer for individual quantity less than 15 lakhs B.L. for rectified spirit (grain) and 7.5 lakhs B.L. of rectified spirit (molasses) shall not be considered and shall be liable for rejection.***
13. The offered quantity of the bidder in this bid shall not include the quantity to be supplied under previous bid/contract, if any.
14. **Supply schedule** : Supply permits will be made available to the successful bidder from time to time in phased manner on fortnightly/monthly requirement basis and successful bidder shall have to strictly adhere it.
Note: Successful bidder(s) shall have to intimate the capacity of tanker(s) within 3 days from the date of uploading of request for NOC by RSGSM.
15. In case of delay in supply, extension may be granted as per the provision of L.D. clause, to the extent of twice the original period of supply. In case of delay in supply beyond the supply period (i.e. three time) then the successful bidder may be debarred for future business transactions with the company for a period of up to three years as per the decision of by the Director In charge of the company.

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16. **Mode of measurement**: In case of FOR supplies, the supplier shall deploy calibrated tankers, duly certified by competent government authorities in this regard. Each tanker should be accompanied with the dip rod and gauge chart duly certified, in absence of which, the tanker might not be unloaded.
17. **Diversión**: Normally any tanker dispatched for a particular RC shall not be diverted to any other RC. In case of unavoidable circumstances if any tanker is diverted from one RC to another RC on merits of the case, successful bidder shall have to comply the same for which no extra payment shall be made.
18. **Penalty**: Penalty from successful bidder for their unsupplied quantity for which permits have been issued shall be recovered @ 10% of value of unsupplied quantity and 18% GST thereon.
19. **PAYMENT**: 100% payment shall be made by head office through cheque/RTGS/ demand draft at party's cost to the successful bidder on receipt of verified bills showing quantity and quality of RS duly verified by respective reduction centres. Payment shall be made for the actual quantity received. Transit wastage will not be considered for payment. Supplier shall invariably submit monthly dispatch statement immediately after the close of month.
20. **Liability on account of excess wastage etc.:**
All excise rules & regulations and other regulations of the exporting state and/or Rajasthan Government, those are in force at time of delivery/supply of the rectified spirit, shall be applicable on the supplier during the entire period of contract. If any liability arises on RSGSM, on account of excess wastage, loose strength of rectified spirit on account of any violation of excise regulation and/or other Government regulation, the same will be borne by the bidder and it shall be responsibility of the bidder to indemnify the buyer (RSGSM) for those amounts or otherwise get it waived off from the appropriate authorities of concerning state. Bidder will not be paid for any transit wastage even for permissible wastage up to 0.2%.
21. **Cancellation**: If the procuring entity (RSGSM) 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.
22. **Force majeure clause**: If government imposes any restriction on the supply or there is condition beyond control of supplier viz natural disaster etc., matter shall be considered under force majeure clause.
23. **Accidental losses**: In case of any loss faced by RSGSM due to accident of tanker and non-supply of rectified spirit thereof, then bidder shall be responsible for such loss and shall have to compensate it.
24. **Insurance**: Insurance of material in transit shall be arranged by the bidder at their own cost.
25. **Tax deduction at source**: Income tax deduction, if applicable, will be made at source at the rates notified by the Central Government from time to time.
26. **Forfeiture of security money**: Forfeiture of Security money in regards to rectified spirit tankers in which grain/ molasses based rectified spirit was not found conforming to ISI-323:2009 or IS-6613-2002 for ENA except specific condition in regard of strength of rectified spirit as below:-
 - (i) Rs. 2.50 lac + 18% GST from the performance security may be forfeited on default/defaults for first time in bid.
 - (ii) Rs. 5.00 lac + 18% GST from the performance security may be forfeited on the default/defaults by the same supplier firm for second time in the same rate contract.

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- (iii) Rs. 7.50 lac + 18% GST from the performance security may be forfeited on the default/defaults by the same supplier firm for third time in the same bid.
- (iv) Rs. 10.00 lac+ 18% GST from the performance security may be forfeited on the default/defaults by the same supplier firm for the fourth time in the same bid.
- 27. Any duty, tax etc. paid at the time of purchase and charged from RSGSM if being held not to be payable is refunded then the same shall be refunded to RSGSM.
- 28. The payments will be made without prejudice and under protest and refundable to the company in case the levy of the export fee is held to be void.
- 29. **Period** – The period of rate contract shall be 3 months. In case it is not possible to conclude the new rate contracts due to unavoidable reasons, the existing rate contracts may be extended on same price, terms and conditions for a period as per the provisions given in RTPP Rule, 2013.
- 30. **A rate contract shall be entered, for price without a commitment for quantity, place and time of supply of subject matter of procurement, with the bidder of lowest priced bid or most advantageous bid.**
- 31. In case the bidder firm is from UP, the payment of permit fee in whatever name to the State of Uttar Pradesh for export of rectified spirit would be paid without prejudice to the rights of Rajasthan State Ganganagar Sugar Mills Ltd., in view of the Judgment of the Hon'ble Supreme Court (in case No. 422/80 transferred case No. 37-39/1989) and other concerned matters, so decided on 19.07.2001, wherein the Hon'ble Supreme Court has categorically held that the charges of any fee on export of rectified spirit is beyond the Competence of the State Government. Thus, the payment of permit fee for export of rectified spirit in whatever name paid to the State of Uttar Pradesh would be under protest and the same would be refundable to the Rajasthan State Ganganagar Sugar Mills Ltd., as the levy on export of rectified spirit is in violation of the judgement of Hon'ble Supreme Court. The charges of permit fee included in the rate quoted by the supplier, being paid by the Rajasthan State Ganganagar Sugar Mills Ltd., would then, however, on refund of the said permit fee by whatever name be refundable to the Rajasthan State Ganganagar Sugar Mills Ltd., either by way of litigation or otherwise and would not ultimately be refundable or payable to the supplier.
- 32. The distilleries of U.P (bidding) will present their proof of depositing the export pass fee against their current and running supplies, otherwise the payment equivalent to export pass fee shall be with-held.
- 33. First, the test will be done in Excise department lab / RSGSM lab / NABL Lab and if rectified spirit is found as per specification only then it will be accepted.
- 34. In case of loss of production due to non-supply of rectified spirit the actual loss accountable against idle manpower shall be recovered from such bidder.
- 35. Company reserves the right to reject any bid without assigning any reason thereof.
- 36. **Bid shall be valid**
 - a. For a 90 days from the opening of technical bids.
 - b. **After a bid has been accepted, the rate shall remain valid throughout the contract period or for the period for which bid are invited whichever is later.**
- 37. **Dividing quantities among more than one bidder at the time of award-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the

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- 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. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.
38. Execution of agreement- The bidder shall execute an agreement on a non-judicial stamp paper value of 0.25% of bid cost or value set forth in such contract subject to maximum of Rs. 15000/- as prescribed by Rajasthan Govt.
39. Income tax, other taxes shall be deducted at source from suppliers bills, if applicable and no reimbursement of the same shall be made by RSGSM.
40. शौधित प्रासव/ ई.एन.ए. का रास्ता क्षति का प्रकरण जिसमें चोरी संबंधित अपराधिक प्रकरण अगर किसी सप्लायर के विरुद्ध दर्ज होगा तो उस प्रकरण में राशि रु 2 लाख + 18 प्रतिशत जीएसटी प्रति प्रकरण शास्ती के रूप में आरोपित कर वसूल की जावेगी।
41. सेम्पल जॉब में रिजेक्ट हो जाने पर अनलोड टैंकर को वापस एक माह में न उठाने पर एक माह बाद रु 1000/- + 18 प्रतिशत जीएसटी प्रतिदिन के हिसाब से संबंधित फर्म से डेमेरेज चार्ज वसूल किया जावेगा।
42. No counter condition shall be accepted.
43. The instruction issues by the Excise Commissioner, Udaipur, Rajasthan regarding transportation of spirit and measurement as "annexure A-1" may be taken as part of the special terms and condition of bid document.
44. Digitally signed scanned copy of bid documents, DD/BC/online/other instrument of Rs. 2360/- including 18% GST for fee of bid document, DD/BC/online/other instrument of Rs. 1000/- for e-bidding process fees, DD/BC/online/other instrument of bid security and other relevant documents shall be uploaded separately and BOQ (offered quantity and rate) shall be uploaded separately in online-bid (e-procurement) system.
45. Please read carefully and comply :-
Annexure A : Compliance with the code of integrity and no conflict of interest
Annexure B : Declaration by bidders regarding qualifications
Annexure C : Grievance redressal during procurement process
Annexure D : Additional conditions of contract
46. Bid shall be uploaded with below mentioned documents: -
(a) Scanned copy of bid document
(b) Scanned copy of DD/BC/online/other instrument of bid security, processing fees, bid form fee.
(c) Attested copy of latest distillery license
(d) The technical checklist should be filled by the bidder and also mention page numbers of the enclosures on the performa duly signed by the bidder. The bids with incomplete information in checklist liable for rejection.
47. The special terms and conditions shall prevail upon where ever the same are in contradiction with the general terms and conditions. In case of dispute regarding interpretation of any terms and condition in the bid document, the same should be got clarified by the bidder before submitting the bid. Decision of the management shall be final and binding on all the bidders. Any request for changing of any conditions/quoted price or inclusion of any documents etc. after submitting the bid document unless called for by written/ fax or other means shall not be entertained.
48. निष्पादित अनुबंध/दर संविदा के अधीन दर संविदा की अन्तिम तिथि को भी सफल बिडर को शिड्यूल जारी किया जा सकता है। ऐसी स्थिति में शिड्यूल की आपूर्ति निर्धारित समयावधि में प्राप्त की जा सकेगी।

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GENERAL TERMS & CONDITIONS

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If it has any doubt about the meaning of any term, condition or specifications etc. he should refer to officer in charge and get clarification. The decision of the company regarding interpretation of the conditions and specifications shall be final and binding on the bidders.
2. Bidders are hereby explicitly warned that individuals signing the bid must specify as follows :-
 - a. Whether signing as "sole proprietor of the firm?"
 - b. Whether signing as registered active partner of the firm?
 - c. Whether signing for the firm on the basis of power of attorney?
 - d. In case of companies and registered firms, whether signing as secretary, manager, partner, director, etc. The authorized signatory shall will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the bid if a copy has not already been sent to the company.
3. Bidder, who is not registered under the GST act, where its business is located, may not be eligible for bid. The GST registration number should invariably be quoted.
4. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, its bid may be rejected.
5. Rates quoted must be inclusive of all charges and taxes except GST which shall be added at the prevailing rates. The rates quoted must be F.O.R. distillery/ warehouses of reduction centers.
6. The bidder shall not assign or sublet his contract or any part thereof to any other agency.
7. The bidder should sign and upload bid form at the end of each page as token of his acceptance of all the terms and conditions of the bid.
8. **Bid Security -**
 - i. In case of open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% of the estimated value of subject matter of procurement put to bid. In case of small-scale industries of Rajasthan, it shall be 0.50% of the quantity offered for supply and in case of sick industries, other than small scale industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the state government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
 - ii. In lieu of bid security, a bid securing declaration shall be taken from departments' of the state Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned or controlled or managed by the state government and government undertakings of the central government.
 - iii. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

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- iv. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- v. The bid security may be given in the form of cash by RTGS, banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid for thirty days beyond the original or extended validity period of the bid.
- vi. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- vii. The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- viii. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of agreement and submitting performance security.
- ix. The bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the act and chapter VI of these rules.
- x. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the performance security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9. Performance security (as per FD notification dt. 13-8-2020)-

- a) Performance security shall be solicited from all successful bidders except the department's of the state government and undertakings, corporations, autonomous

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bodies, registered societies, co-operative societies which are owned or controlled or managed by the state government and undertakings of the central government. However, a performance security declaration shall be taken from them. The state government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 2.5 percent of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries of Rajasthan it shall be 0.5 percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1 percent of the amount of supply order.
- c) Performance security amount more than Rs.10.00 lac shall be furnished in any one of the following forms-
 - i) Bank draft or banker's cheque of a scheduled bank;
 - ii) Bank guarantee/s of a scheduled bank shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 of RTPP Rules 2013 for bid security;
 - iii) Performance security deposit shall remain valid for a period of sixty days beyond the date of completion of contractual obligations of the bidder. This shall be returned after successful completion of the contract. In case non fulfillment of the contract, security amount so deposited can be forfeited in full or in part. Decision of the director in charge in this regard shall be final. No interest shall be paid on such deposit. Adjustment of balance of previous performance security against past bids, if any, will not be allowed.

10. Execution of agreement-

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

11. Bid shall be valid

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- a. 90 days from the date of opening of technical bid.
 - b. Subsequent to acceptance of bid, the rate shall remain valid throughout the contract period or for the period for which bids are invited whichever is higher.
12. Right to vary quantity- If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
13. If the rate contract holder, its affiliates and associates quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
14. The bids should be submitted along with samples, if required.

15. Liquidated Damages:

- (i) If the contractor fails to execute the order/contract within the period specified in the bid, and if such failure have arisen from, any unforeseen cause such as strike, fire, accident, any natural calamity resulting in stoppage of work in the factory, of the manufacturer or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the bidder fails to execute the order within the period specified in the bid, the Director In charge of RSGSM Ltd may at his discretion may allow extension of time subject to recovery from the bidder as liquidated damages with 18% GST and not by way of penalty, a sum equal to the following percentage of the value of goods which the bidder has failed to supply for the period of delay as stated below:-
 - a) Delay up to one fourth period of the prescribed delivery period – 2.5% + 18% GST
 - b) Delay exceeding one fourth but not exceeding half of prescribed delivery period – 5% + 18% GST
 - c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period – 7.5% + 18% GST
 - d) Delay exceeding three fourth but not exceeds the period equal to the prescribed delivery period – 10% + 18% GST

Notes :

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

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- (i) the techno-commercial bid containing the technical, quality and performance aspects, commercial terms and conditions; and
 - (ii) the financial bid containing financial aspects including the price.
23. In case the procuring entity calls for bids in terms of clause (b) of sub-section (1), the techno-commercial bid shall be opened and evaluated first and the financial bid of only those bids which have been found technically acceptable, shall be opened and evaluated.

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TECHNICAL BID (CHECK LIST)

To be filled by the bidder

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

Without bid security the bid shall not be considered for evaluation)

SN	Particulars	Details to be filled by bidder	Pg. No.
1.	Name of the bidder		■
2.	Name of the owner/status of bidder (enclose verification from respective bank/ partnership deed/memorandum of articles and association etc.)		■
3.	Address: - (a) Office address, phone no, fax no, email (b) Factory address phone no, fax no, email	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	■
4.	Manufacturer (Enclose copy of distillery license with the name of issuing excise authority along with the validity period)		
5.	Factory owned or taken on lease/ rent (Copy of ownership / lease deed registered with competent authority)		
6.	VAT/CST/GST (Registration with the state tax department) (Enclose copy of certificates of GSTN/TIN)		
7.	Latest VAT challan / CST challan /return/ GST challan (Enclose payment copy of latest challan of last quarter)		
8.	Income tax permanent account no. (Enclose copy of PAN)		
9.	Production capacity (grain/ molasses) 1. Per day 2. Per month	<hr/> <hr/>	
10.	Bid security amount (Enclose deposit details)		
11.	Affidavit on Rs. 100/- non-judicial stamp as per annexure B (Enclose non judicial stamp paper duly notarized)		

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12.	Offer quantity of rectified spirit (grain/ molasses) for RSGSM in lakhs BL	1. RS (Grain based) 2. RS (Molasses based)	
13.	Duly signed and sealed bid document		

Please Note:

1. All the copies submitted should be duly self-attested/certified by a gazetted officer/notary public / oath commissioner)
2. **All details should be filled properly, necessary in check-list and it is mandatory to enclose every certified document as required .**

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"AnnexureA-1"

टैंकर परिवहन व नापजोख के सम्बन्ध में आबकारी आयुक्त द्वारा दिये गये दिशा निर्देश जिनकी पालना शोधित प्रासव सप्लायर को सुनिश्चित करनी है।

1. टैंकर के प्रत्येक चैम्बर तथा चैम्बर के वॉल्व (Valve) को One time Seal द्वारा सील किया जायेगा। टैंकर की सिलिंग लगाते समय प्रभारी आबकारी अधिकारी व्यक्तिगत रूप से उपस्थित होकर अपनी मौजूदगी में टैंकर पर सिलिंग करवायेगें।
2. ऐसे वाहन जिनमें प्रभावी सिलिंग व्यवस्था नहीं है, उनमें शोधित प्रासव/ई.एन.ए. का परिवहन अनुमत नहीं किया जायेगा।
3. निर्यातक ईकाई शोधित प्रासव/ई.एन.ए. परिवहन कर्ता टैंकरो के आउटलेट वॉल्व बॉक्स एवं टैंकर के उपर चैम्बरों के सभी ढक्कनों पर One time Lock (OTL) लगाया जाना अनिवार्य होगा।
4. प्रत्येक चैम्बर को जोड़ने वाली रोड (Rod) को सिल करने के लिये अपनायी जा रही वर्तमान प्रक्रिया यथावत रहेगी। शोधित प्रासव/ई.एन.ए. सप्लायर ईकाई के प्रभारी का यह दायित्व होगा कि निर्यातक ईकाई के टैंकर सिलिंग (Sealing) के दौरान यह व्यक्तिशः सुनिश्चित करें कि उक्त रोड में किसी प्रकार टेम्परिंग (Tempering) न हो।
5. टैंकर के स्प्रिट आउटलेट के डिब्बाबन्द वाल्व सिस्टम में भी बॉक्स के पीछे के पाइप को छोड़ते हुए लोहे के चदर से वेल्ड किया जाकर बन्द किया जावे, तथा किसी भी स्थिति में ऐसे वाहन जिनमें प्रभावी सिलिंग व्यवस्था नहीं है उनमें स्प्रिट का परिवहन नहीं किया जावे।
6. निर्यातक ईकाई द्वारा स्प्रिट परिवहन के अनुबन्ध किये जाने वाले परिवहन एजेन्सी तथा टैंकरों के चालकों (Driver) का पूर्ण पुलिस सत्यापन कर अपराधिक रिकॉर्ड रहित टैंकर चालकों को ही अनुबन्ध किया जावे।
7. शोधित प्रासव/ई.एन.ए. के परिवहन के दौरान यदि किसी कारणवश टैंकर ब्रेक डाउन/ दुर्घटना होती है, तो उसकी सूचना टैंकर द्वारा संबंधित जिले के जिला आबकारी अधिकारी अथवा उस क्षेत्र के आबकारी निरीक्षक, आयातक/निर्यातक ईकाई को तुरन्त ही सूचित किया जावेगा।
8. स्प्रिट परिवहन के लिये प्रयुक्त होने वाले समस्त टैंकरों पर दिनांक 01 मार्च, 2021 तक AIS 140 Complaint GPS इनस्टॉल कराया जाना आवश्यक है। प्रस्तावित जीपीएस के स्पेशिफिकेशन का विस्तृत विवरण लिंक <https://hmr.araiindia.com/control/ais/14201910518pmais-140.pdf> पर उपलब्ध है। उक्त स्पेशिफिकेशन के अतिरिक्त किसी अन्य स्पेशिफिकेशन के जीपीएस उपकरण मान्य नहीं होंगे। बिना जी.पी.आर.एस. (GPRS) लगे टैंकर से परिवहन/आयात/निर्यात अनुमत नहीं किया जावेगा।
9. स्प्रिट में किसी प्रकार की असमानता होने पर निर्यातक ईकाई के विरुद्ध उसको जारी निर्यात/परिवहन पारपत्र की शर्त के उल्लंघन किये जाने पर राजस्थान आबकारी अधिनियम, 1950 की धारा 58 (सी) के अन्तर्गत अभियोग पंजिकृत किया जावे।
10. इस प्रकार के अपराध होने पर वाहन स्वामी को भी राजस्थान आबकारी अधिनियम, 1950 की धारा 6 के प्रावधान अनुसार निर्यातक/परिवहनकर्ता के साथ सह अभियुक्त बनाया जावे।

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

Any person participating in a procurement process shall -

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

Conflict of Interest:-

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

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

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

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

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Annexure B : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

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

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

Date:
Place:

Signature of bidder
Name :
Designation:
Address:

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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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FORM No. 1
[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

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Annexure D

Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

3. **Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods):** Dividing quantities among more than one bidder at the time of award- As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in

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order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

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List of Reduction centre of RSGSM

Annexure -E

S. No	<u>For Rectified Spirit</u> <u>(Grain/Molasses)</u>
1.	Jhotwara (Jaipur)
2.	Sikar
3.	Jhunjhunu
4.	Ajmer
5.	Bhilwara
6.	Udaipur
7.	Mandore (Jodhpur)
8.	Sirohi
9.	Rani
10.	Bharatpur
11.	Sawaimadhopur
12.	Alwar
13.	Dholpur
14.	Kota
15.	Bundicity
16.	Baran
17.	Hanumangarh
18.	Khara, (Bikaner)

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Annexure 'F'

Manufacturer's Authorization

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

WHEREAS

We, who are official manufacturers of rectified spirit (GB/MB) having factories at _____ do hereby authorize _____ to submit a bid in relation to the invitation for bids indicated above, the purpose of which is to provide rectified spirit (GB/MB) , manufactured by us _____ and to subsequently negotiate and sign the contract.

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

Name _____

In the capacity of : _____

Signed _____

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

Tel: _____ fax: _____ e-mail _____

Date _____

Rajasthan State Ganganagar Sugar Mills Ltd.

Annexure 'G'

Technical Bid Submission Sheet

To,
The DGM (Purchase)
RSGSM Ltd.
Jaipur

We, the undersigned, declare that:

- a. We have examined and have no reservations to the bidding document. We offer to supply in conformity with the bidding document and in accordance with the supply schedule given from time to time for supply of rectified spirit (GB/MB).
- b. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the bidding document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- c. If our bid is accepted, we commit to obtain a performance security in the amount of 2.5% of the contract price or performance security declaration for the due performance of the contract.
- d. Our firm, for any part of the contract, have nationalities from the eligible countries
- e. We are not participating, as bidders, in more than one bid in this bidding process, in the bidding document.
- f. Our firm, its affiliates or subsidiaries, including any sub bidders or suppliers has not been debarred by the state government or the procuring entity.
- g. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- h. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- i. We agree to permit the procuring entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the procuring entity.
- j. We declare that we have complied with and shall continue to comply with the provisions of the code of integrity for bidders as specified in The Rajasthan Transparency In Public Procurement Act, 2012, The Rajasthan Transparency In Public Procurement Rules, 2013 and this bidding document in this procurement process and in execution of the contract;

Name/ address: _____

In the capacity of: _____

Signed: _____

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

Date _____

Tel: _____ fax: _____ e-mail: _____

Rajasthan State Ganganagar Sugar Mills Ltd.

SR FORM-17

AGREEMENT

(See Rule 68)

An agreement made thisday ofbetween (hereinafter called "**the approved supplier**"), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and **the Rajasthan State Ganganagar Sugar Mills Ltd.** (herein after called "**the RSGSM**" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved supplier has agreed with the RSGSM to supply to the_____ of the Rajasthan State Ganganagar Sugar Mills Ltd. at its Head Office as well as at branches offices throughout Rajasthan, all those articles set forth in the schedule appended hereto in the manner set forth in the conditions of the tender and contract appended herewith and at the rates set forth in column_____ of the said schedule.

3. And whereas the approved supplier has deposited a sum of Rs._____ in _____.

(1) Cash/Bank Draft/ Bank Guarantee /Banker Cheque No._____ dated_____.

(2) Post Office Savings Bank Pass Book duly hypothecated to the Departmental authority.

(3) National Savings Certificates/Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Saving Schemes for promotion of Small Savings, if the same can be pleased under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to the departmental authority.

4. Now these Presents witness:

(1) In consideration of the payment to be made by the Government through_____ at the rates set forth in the Schedule hereto appended the approved supplier will duly supply the said articles set forth in_____ and _____ thereof in the manner set forth in the conditions of the tender and contract.

(2) The conditions of the tender and contract for open tender enclosed to the tender notice No._____ dated_____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

(3) Letters Nos._____ received from tenderer and letters nos._____ issued by the Government and appended to this agreement shall also form part of this agreement.

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(4)

- (a) The RSGSM do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the RSGSM will through_____ pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.
- (b) The mode of Payment will be as specified below:-
1. _____
 2. _____
 3. _____

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

a) From to

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

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

Note :

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

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7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the Government and the decision of the Government shall be final.

In witness whereof the parties hereto have set their hands on the..... day of201.....

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

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

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ANNEXURE 'H'

PERFORMA OF CERTIFICATE

It is certified that Rectified Spirit (Grain based/Molasses Based), dispatched through tanker no. _____ carrying _____ bulk liters of rectified spirit duly sealed loaded _____ from _____ (name _____ of _____ distillery) _____ meant _____ for _____ warehouses of Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur is for potable use and liquor produced is fit for human consumption. It is grain/molasses based and conforms to IS-323-2009 specification and its strength is _____ degree O.P. It has been dispatched against Excise pass No. _____ dated _____.

**Signature of
Excise Authority with seal & Designation**

Dated: _____