

Rajasthan State Ganganagar Sugar Mills Limited

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

JAIPUR - 302006 –RAJASTHAN

Fax. No. 0141-2740676 website : <http://rajexcise.gov.in/>

Notice Inviting Bid

RATE CONTRACT FOR SILENT TYPE 40/125 KVA DG SET **(Year 2018-19)**

Single Stage Two Part Bid Part I TECHNICAL BID

(To be submitted duly filled along with the Tender)

NIB. NO. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03 Dated 06.04.2018

Download of Bid Document	:	Till 23.04.2018 up to 6.00 pm
Last Date/ Time of upload of the Tender	:	Till 23.04.2018 up to 6.00 Pm
Price of Tender Documents	:	Rs. 1180/- including GST
Price of E- Tendering process fee	:	Rs. 1000/-
Date and time of opening of the Technical Bid	:	On 24.04.2018 at 11.00 AM
Date and time of opening of the Financial Bid	:	To be intimated through eproc automated messaging system

Rajasthan State Ganganagar Sugar Mills Ltd.

4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006
Tel. No. : 0141-2740841 Fax : 0141-2740676 email ID : purchasersgsm@gmail.com

NOTICE INVITING BIDS

NIB. NO. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03 Dated 06.04.2018

1. Single stage two part online unconditional bids are invited for the procurement of silent type 40 kva dg set from manufacturer on f.o.r. Basis at khara (bikaner) and 125 kva dg set from manufacturer on f.o.r. Basis at jhotwara (jaipur) of rajasthan state ganganagar sugar mills limited. Up to 6.00 pm on 23.04.2018 as listed below :-

S. NO.	Name of Article	Specifications	Quantity	Amount of Bid Security (in Rs.)	Validity period of Bids	Place of Delivery and Delivery Period
1	Silent Type DG Set 40 KVA along with CAMC	As given in tender document	1	2% of Estimated Value	90 days	Khara (Bikaner) (within 15 days of purchase order)
2	Silent Type DG Set 125 KVA along with CAMC		1	2% of Estimated Value		Jhotwara (Jaipur) (within 15 days of purchase order)

- Price preference and/ or purchase preference as per Instructions to Bidders shall be admissible in evaluation and amount of contract.
- The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered etc.
- Bidding Document can be seen at website <http://rajexcise.gov.in/>, <http://sppp.raj.nic.in> Bid Document may be 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.
- Instructions for submission of Technical Bid**
 - As mentioned on Technical Bid check list evaluation criteria by Bidder should be submitted online only. Bid Security (except Concessional amount or Bid Security Declaration where applicable) in the form of deposit through Demand Draft/ Banker's cheque shall be submitted personally or by post in sealed envelopes bearing the reference to NIB and warning as: "BID FOR NIB No. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03 for DG Set 40/125KVA NOT TO BE OPENED BEFORE 24.04.2018 at 10.00 AM so as to reach the office of the DGM Purchase RSGSM up to 6.00 PM of 23.04.2018 , by post or by hand or dropped in the Bid Box at the office of the DGM Purchase RSGSM.
 - As per required by the Bidder, training may be given by DOIT, Yojna Bhawan. Bidder may contact: E-Procurement cell, Ist Floor, Yojna Bhawan, Jaipur. Help Desk Phone- 0141-4022688, Email- eproc@rajasthan.gov.in , Website eproc.rajasthan.gov.in
 - Bid form & handwritten rates would not be accepted manually.
 - Please read carefully the steps of submitting Bid online.
- Bids received after the specified time and date shall not be accepted

7. The Bids shall be opened in the office of RSGSM at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur at 11.00 AM on 24.04.2018 in the presence of the Bidders or their representatives who wish to be present.
8. RSGSM Management reserves the right to reject any tender without Assigning any reason thereof.
9. The Bidders shall have to submit a valid GST clearance certificate from the concerned Commercial Taxes Officer and the 'PAN' issued by Income Tax Department.
10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason there of.
11. E-Bid Document can be downloaded from the website eproc.rajasthan.gov.in Tender shall be accepted only online (e-procurement). D. D. for E-Biding process fee Rs. 1180/- including GST in favor of M.D. RISL Jaipur. Bid Document fee Rs. 1000/- & Bid Security drawn in favor of RSGSM Ltd., Jaipur must be deposited in the office of RSGSM Ltd., HO, Jaipur before Submission time of Tender. Tender without appropriate Bid Security shall not be accepted. The Technical Bid & Financial Bid shall be uploaded separately. Financial_Bid of Bidder who qualifies in technical bid would only be downloaded later on, the date to be intimated by RSGSM. **This tender shall be processed only through e-procurement portal of Govt. of Rajasthan.**

NIB. NO. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03 Dated 06.04.2018

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 ID : purchasersgsm@gmail.com

NOTICE FOR E-BID

E-Bids are invited from Manufacturer of Silent Type DG Set 40 KVA and 125 KVA along with CAMC up to 6.00 PM on 23.04.2018 Details may be seen in the Bidding Document on our website <http://rajexcise.gov.in/>, <http://sppp.raj.nic.in>. Bid Document may be seen and downloaded from website <http://eproc.rajasthan.gov.in> This tender shall be processed through e-procurement portal of Govt. of Rajasthan. Further updates about the bidding will be available only on <http://eproc.rajasthan.gov.in> therefore interested bidders are advised to visit above website regularly for updates.

NIB. NO. RSGSMDG Set/ Open Competitive Bid/2018-19/ Pur/03

Dated 06.04.2018

Dy. General Manager (Purchase)

INTRODUCTION

1.	The number of the Invitation to Bid is	: NIB. NO. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03 Dated 06.04.2018
2.	The Procuring Entity is	: Rajasthan State Ganganagar Sugar Mills Ltd.
3.	The Goods to be procured are	: Silent Type 40 KVA and 125 KVA DG Set
4.	(i) The price of the Bidding Document	: Rs. 1180/- including GST by way of Demand Draft/Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' Payable at Jaipur
.	(ii) e - tender Processing Fees	: Rs. 1000/- by way of Demand Draft/Banker's Cheque in the name of 'Managing Director RISL, Jaipur' payable at Jaipur
5	For clarification purposes only, the Procuring Entity's address is	: Dy. General Manager (Purchase) 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006 Tel. 0141-2740841 Fax :0141-2740676 Email ID : purchasersgsm@gmail.com
6.	The Pre-Bid conference	:No
7.	The language of the Bid is	: English & Hindi
8.	The bidder shall submit with its Bid	: Mentioned at Technical Bid Check list
9.	The Bid validity period shall be	: 90 days from the dead line for submission of Bids
10	Bid Security	: (a) Bid Security Declaration shall be required (b) The amount of Bid Security shall be 2% of Estimated value Bid Security Declaration if required & Demand Draft/ Banker's Cheque in the name of 'Rajasthan State Ganganagar sugar Mills Limited' payable at Jaipur, reached Head office, Jaipur up to 6.00 pm on 23.04.2018
11	Authorization	: Power of Attorney/ Board Resolution Letter of Authorization written on the Letter Head by the Bidder.
12	Downloading of Bids	: Up to 6.00 pm on 23.04.2018 on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Electronic submission of Bid is mandatory)
13	Submission of Bids	: Up to 6.00 pm on 23.04.2018 on Rajasthan Government's portal www.eproc.rajasthan.gov.in

14	A. Opening of Technical Bids	: At 11.00 AM on 24.04.2018 on Rajasthan Government's portal www.eproc.rajasthan.gov.in (Board room of RSGSM, 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur -302006)
	B. Opening of Financial Bids	To be intimated through eproc automated messaging system

15. *Quantity can be divided among more than one Bidders.*

16. *The period within which the contract agreement is to be executed and performance Security is to be submitted is 15 days from the date of issue of LOA.*

17. (a) *The Designation and Address of*

First Appellate Authority -- Board of Directors, RSGSM Ltd., Jaipur

(b) *The Designation and Address of*

Second Appellate Authority -- Principal Secretary, Finance Department, Sectt.Jaipur

I/ We _____ (*Name of the person*) in the capacity of _____ (*Designation*) as bidder have read the introduction, NIB and all the conditions of Bid annexed hereto carefully and agree to abide by all the 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 : _____

Office Address (with pin code) : _____

Factory Address (with pin code) : _____

Telephone Nos. : _____

Office : _____

Residence : _____

Factory : _____

Fax (with STD code) : _____

E- mail ID : _____

Mobile : _____

Website if any : _____

Statutory Details

GSTIN : _____

PAN : _____

Central Excise Registration No. : _____

Bid Security DD/BC No. & Amount : _____

Name of Bankers of the Bidder : _____

RTGS/NEFT Details : _____

Bank Account no. : _____

Signature

Name of Signatory (IN BLOCK LETTERS)

Designation

Date: _____

Place : _____

(Please fill all the details mention above and attach sheets where-ever necessary and strike out whichever is not applicable)

Rajasthan State Ganganagar Sugar Mills Limited
4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur – 302 006 (Rajasthan)

बिडर द्वारा निम्नलिखित राशि आरएसजीएसएम कार्यालय, नेहरू सहकार भवन में नियमानुसार जमा करानी होगी:—

क्र. सं.	शुल्क विवरण	शुल्क	भुगतान का प्रकार	देय
1	बिड शुल्क	1180/- including GST	Demand Draft	RSGSM, Ltd. Jaipur
2	बोली प्रतिभूति राशि *	2% of Estimated Value	Demand Draft	RSGSM, Ltd. Jaipur
3	ई-टेन्डरिंग प्रक्रिया शुल्क	1000 /-	Demand Draft	Managing Director, RISL, Jaipur

* बोली प्रतिभूति राशि रु. 10.00 लाख से अधिक होने की स्थिति में रुपये 10.00 लाख से अधिक धनराशि ड्राफ्ट/बैंक गारन्टी द्वारा भी जमा कराई जा सकती है। बिड शुल्क, बोली प्रतिभूति राशि एवं ई-टेन्डरिंग प्रक्रिया शुल्क बिडर द्वारा आरएसजीएसएम, मुख्यालय, जयपुर में दिनांक **23.04.2018** को सांय **6.00** बजे तक जमा कराना आवश्यक हैं।

2. 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।
3. ई-टेन्डरिंग के लिये बिडर हेतु निर्देश
 - अ. बिडों में भाग लेने वाले बिडर को इन्टरनेट वेब साइट eproc.rajasthan.gov.in पर रजिस्टर करवाना होगा। ऑन लाइन बिड में भाग लेने के लिए डिजिटल सिग्नेचर सर्टिफिकेट (**DSC, Type-II**), इन्फोरमेशन टेक्नोलॉजी एक्ट- 2000 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिक बिड में साइन करने हेतु काम आयेगा। बिडर उपरोक्त डिजिटल सिग्नेचर सर्टिफिकेट, सी. सी. ए. (**CCA**) द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन बिडर के पास **E-Procurement Portal** के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं है।
 - ब. बिडर को बिड प्रपत्र इलेक्ट्रॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
 - स. इलेक्ट्रॉनिक बिड प्रपत्रों को जमा कराने से पूर्व बिडर यह सुनिश्चित कर लेवे कि बिड प्रपत्रों से संबंधित सभी आवश्यक दस्तावेजों की स्केन कॉपी बिड प्रपत्रों के साथ अटेच कर दी गयी हैं।
 - द. कोई भी टेण्डर इलेक्ट्रॉनिक फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
 - य. टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को संपूर्ण रूप से भरकर ऑन लाईन दर्ज करें।
 - र. 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।

Special Terms and Conditions for Bid of DG Set 40 KVA

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

1. **SPECIFICATIONS FOR Silent Type 40 KVA DG Set :-** The DG Set shall be silent type, electric start, CPCB approved comprising of Engine, Alternator, starting battery, acoustic enclosure, manual control panel, fuel tank, first fill of coolant & lubricating oil complete with all standard accessories and confirming to following specification & requirements :-

1. Engine

- (a) Engine shall be water cooled, four stroke, multi-cylinder and capable of developing suitable BHP at 1500 rpm for given KVA rating.
- (b) Engine shall be provided with battery charging alternator, fuel filter, lub. oil filter, air cleaner, exhaust piping, electronic / mechanical governor, residential silencer, Control panel, Engine instruments panel, fuel tank, safety indicators & protections and all the standard accessories.
- (c) Engine instrument panel shall be comprising of starting switch & key, lub. oil temperature & pressure gauges, water temp. gauge (for water cooled engines), RPM indicator & hour meter
- (d) Control panel inside the canopy should have Ammeter, voltmeter, frequency meter, MCCB, energy meter & hour meter etc. as per standard requirement.
- (e) Radiator shall be provided in water cooled engines.
- (f) The engine shall be capable of providing 10% overload for 1 hour for every 11 hours continuous running at full load.
- (g) The Engine shall confirm to IS : 10000, IS : 10001, IS : 10002 or equivalent specification.

2. Alternator

- (a) Alternator shall be brushless, self-excited, self-regulated, suitable for continuous operation and providing 3-phase output of specified KVA rating at 415V, 50 Hz, 1500 rpm & 0.8 p.f. (lagging).
- (b) It shall be housed in a screen protected drip-proof enclosure.
- (c) Class of insulation of alternator shall be 'H'.
- (d) It shall be provided with standard protection (over-voltage, over speed and under voltage).
- (e) Alternator shall confirm to IS : 13364 or equivalent standards.

3. Acoustic Enclosure

- (a) It should be fabricated from 2.0 mm CRCA sheet steel, powder coated, filled with insulating material of suitable thickness & density as per IS : 8183.
- (b) All doors / opening should be sealed with neoprene / EDPN gaskets.
- (c) The noise level must be reduced upto 75 db at one meter distance from DG Set as per norms of CPCB.
- (d) The enclosure should be integrated and should have the provision of lifting arrangement, point of body & neutral earthing, air breather, fuel drain, lub. oil drainage, hood for rain

protection, easy stop push button, panel meter viewing window, exhaust fan (if required), diesel filling arrangement (lockable type) etc. as per requirement.

- (e) Suitable locks shall be provided on the doors of the canopy.

4. Manual Control Panel

- (a) Panel shall be fabricated from 14/16 guage CRCA sheet steel and powder coated finished.
- (b) It shall be provided with Engine Start & Stop switches, selector switches for ammeter & voltmeter, ammeter, voltmeter, frequency meter, timers, control & power contactors, suitable rating MCCB & busbars, instrument & control fuses, Indicating lamps, visual & alarm indication for faults and other standard accessories complete with internal PVC insulated FR copper wiring.
- (c) It shall also be provided with battery charger complete with voltage regulator, float/booster selector switch, on-off switch, voltmeter & ammeter for charging the battery from mains.

5. Fuel Tank

- (a) Fuel tank shall have capacity for 12 hours continuous running at full load.
- (b) It shall be provided with fuel level gauge, drain valve, inlet/outlet connection & required pipe etc.

6. Battery

- (a) A 12 Volt low maintenance/maintenance free lead acid battery of adequate capacity with connecting cable shall be provided.
- (b) It shall confirm to relevant IS specification and of reputed make.

7. Other requirements

- (a) The diesel engine and alternator shall be close coupled and mounted on common base of robust construction.
- (b) Engine shall be provided with AVM pads for absorbing the vibration.
- (c) All the relevant test certificates of engine & alternator by the manufacturer & certificate of complying with CPCB norm shall be provided.
- (d) A set of tools necessary for proper maintenance of the DG Set shall be supplied with the DG Set.
- (e) Instruction & maintenance manual (in duplicate) shall be supplied along with every DG Set with all the details & drawings.
- (f) The engine & alternator shall be provided with a rating plate marked with all the standard details.
- (g) Installation, Commissioning of DG Set including testing on full load (for minimum 3 hours) and demonstration to the department staff shall be in scope of the firm.
- (h) The Installation shall include making suitable foundation, GI plate earthing as per IS:3043 (2 nos for body & 2 nos for neutral) with GI strip (25 x 3 mm); providing, laying & connecting PVC insulated aluminum conductor armored cable of suitable size including changeover of suitable rating (if required) complete in all respect as per requirement. Installation specification as bellow:-
- Plat Form:-** A approximate plat form of 14'x6'x2' with plane flooring.
 - Earthing Work :-** G.I. plat earthing 2'x2' (4 no.) complete in all respect. Earthing pit should be 3m to 4m deep and total earthing is require for DG set provide/install by bidder.
 - Cable :-** 3.5/4 core aluminum armored cable of 50 sqmm and approximate cable required is 25m to 30m.
 - Change Over Switch :-** One change over switch of 100 amp four pole of standard ISI com. is required.

2. TECHNICAL SPECIFICATION OF 125KVA SILENT TYPE DG SET.

a) GENERAL CHARACTERISTICS 125 KVA at 50 Hz

Service	Power	
Rated Output	KVA	125
Active power Output at 0,8 PF	KW	100
Rated Speed	r.p.m.	1500
Standard Voltage	V	415

b) Performance data refer to Standard Reference Conditions of ISO 8528/ISO 3046/BS 5514, NTP Conditions

PRIME MOVER PERFORMANCE	1500 r.p.m.	
Service	Power ⁽²⁾	
Rated Output ⁽¹⁾	HP	155.5
Manufacturer	Ashok Leyland/Sudhir/Mahindra/Kriloskar	
Cyl. No.	6 – in line	
Bore/Stroke:	mm	104X113
Total Displacement	L	5.76
Compression ratio	16.5:1 nominal	
Injection	Direct	
4 stroke Diesel Engine – Induction system	Turbo Charged Intercooler	
Speed Governor	Electronic	

- i. **Net power at flywheel. Fan deducted.** The engine power output are data supplied by the manufacturer.
- ii. **POWER** – Power available for variable load with an average load factor not exceeding 80% of the prime power rating in any 24 hour period. Overload of 10% permitted for 1 hour in every 12 hours operation. Continuous operation with variable load (100% overload capability) according to DIN ISO 3046

c) **BASIC EQUIPMENT**

- i. **Lube Oil System**
 - a. Forced-feed lubrication system with gear pump
 - b. Cartridge filters
 - c. Regulator valves
 - d. Oil sump pump
 - e. Low oil pressure switch for automatic shutdown
- ii. **Fuel System**
 - a. Injection Pump
 - b. Cartridge filters
- iii. **Cooling System**
 - a. Fresh water-cooling system in closed circuit
 - b. Coolant circulation pump
 - c. Thermostatic Valve
 - d. Front-type standard radiator
 - e. Engine-mounted fan drive (V-belt drive)
 - f. Water temperature switch for automatic shut-down.
- iv. **Suction System**
 - a. Suction system with dry air filters
 - b. Turbocharger
 - c. Collector on the cylinders
- v. **Exhaust System**
 - a. Residential Exhaust silencer 30/35 dB(A) (soundproof version)
 - b. Flexible pipe
- vi. **Electric System**
 - a. Electric starter KW
 - b. Battery 12 V

d) **SYNCHRONOUS GENERATOR***

Nominal Power	KVA	125
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Brand	STAMFORD / KIRLOSKAR	
Poles	N°	4
Winding connections (standard)	Star with neutral	
Insulation	class	H
Enclosure (according to IEC-34-5)	IP23	
Exciter system	Brushless exciter design with solid state	
Voltage regulator	Automatic	
Steady voltage precision	within $\pm 1,5\%$	

e) MOUNTING ARRANGEMENT

The engine-alternator coupling is a monoblock type with direct flanging of the bell cover flywheel of the engine to the alter-nator frame. The alternator rotor is a single-bearing type and is coaxial and directly connected to the engine flywheel with flexible coupling of metallic plates.

The baseframe is made with steel sections welded and strengthened in order to make a strong support to the en-gine-alternator set. The engine-alternator assembly is frame mounted with the interposition of properly sized AVM pads in order to damp the vibrations transmitted to the frame. The frame structure allows quickly movements with elevating machines.

f) FUEL SYSTEM

- a. Fuel tank integrated in the base frame.
- b. Autonomy: Minimum 8 hours operations of capacity 170 Liters.

g) GENERATING SET PROTECTIONS

- a. Low oil pressure (shutdown)
- b. High engine temperature (shutdown)
- c. Emergency Stop

h) POWER SECTION

The power section is divided from the auxiliary circuit, according to the current norms so as to grant a major security in the functioning.

The power section includes:

- 1 • **3-poles magnetothermic circuit breaker** for the protection of the electric machine. (1 x genset);

i) SOUNDPROOFING

SOUNDPROOF CANOPY according to CPCB NORMS 75 dB(A) at 1 Meters

- a. Constructive Form is of modular type, made of steel sheet painted and lined inside by sound-insulating material in class “1” of reaction to fire, which assures a sound level of less than **75 dB(A)** at 1 m. in open space complying with CPCB norms with set at full load.
- b. Canopy is provided with suitable doors for the usual engine maintenance. Silencer for air outlet is applied on canopy.
- c. Canopy is fixed to the basement of genset in a single structure.
- d. In the soundproof canopy a **SOUNDPROOF SILENCER** for exhaust gases is of **RESIDENTIAL** type, **built INSIDE** the canopy. Sound deadening value from free exhaust to applied silencer is approx. 30 dB (A). The Canopy is designed in such a way that the difference between inside Canopy temperature at air cleaner and ambient temperature is maintained within **7 deg centigrade** as per IS 8528.

j) NORMS

The supply corresponds to the existing norms, in particular. The final user must grant the integration of the Generating Set in his own electric plant by respecting the national norms and the specifications according to the conditions and modes of installation.

k) DIMENSIONS & WEIGHT

Soundproof version in canopy:

Length	M	3100
Width	M	1300
Height	M	1750
Dry weight (with standard accessories)	K	2200

l) DOCUMENTATION

Full set of engine, alternator and Genset maintenance manuals as well as electric wiring diagrams.

Testing certificate is available upon request.

m) FACTORY TEST

Before despatching, all gensets are tested with our load banks. The proper performance of the genset and its control and measurement instruments is also checked.

3. NOISE LIMIT FOR GENERATOR SETS RUN WITH DIESEL

(Noise Limit for Generator Sets run with Diesel were notified by Environment (Protection) second Amendment Rules vide GSR 371(E), dated 17th May 2002 at serial no. 94 and its amendments vide GSR No 520(E) dated 1st July 2003; GSR 448(E), dated 12th July 2004; GSR 315(E) dated 16th May 2005; GSR 464(E) dated 7th August 2006; GSR 566(E) dated 29th August 2007 and GSR 752(E) dated 24th October 2008; G.S.R. 215 (E), dated 15th March, 2011 under the Environment (Protection) Act, 1986)

1.0 Noise Limit for Generator Sets run with Diesel

- i. Noise limit for diesel generator sets (upto 1000 KVA) manufactured on or after the 1st January, 2005

The maximum permissible sound pressure level for new diesel generator (DG) sets with rated capacity upto 1000 KVA, manufactured on or after the 1st January, 2005 shall be 75 dB(A) at 1 metre from the enclosure surface.

The diesel generator sets should be provided with integral acoustic enclosure at the manufacturing stage itself.

The implementation of noise limit for these diesel generator sets shall be regulated as given in paragraph 3 below.

2.0 Noise limit for DG sets not covered by paragraph 1.

Noise limits for diesel generator sets not covered by paragraph 1, shall be as follows:-

- 2.1. Noise from DG set shall be controlled by providing an acoustic enclosure or by treating the room acoustically, at the users end.
- 2.2. The acoustic enclosure or acoustic treatment of the room shall be designed for minimum 25 dB (A) insertion loss or for meeting the ambient noise standards, whichever is on the higher side (if the actual ambient noise is on the higher side, it may not be possible to check the performance of the acoustic enclosure/acoustic treatment. Under such circumstances, the performance may be checked for noise reduction upto actual ambient noise level, preferably, in the night time). The measurement for Insertion Loss may be done at different points at 0.5 m from the acoustic enclosure room, then averaged.
- 2.3. The DG set shall be provided with proper exhaust muffler with insertion loss of minimum 25 dB (A).

2.4. These limits shall be regulated by the State Pollution Control Boards and the State Pollution Control Committees.

2.5. Guidelines for the manufacturersl users of Diesel Generator sets shall be as under:-

2.5.1. The manufacturer shall offer to the user a standard acoustic enclosure of 25 dB (A) insertion loss and also a suitable exhaust muffler with insertion loss of 25 dB(A).

2.5.2. The user shall make efforts to bring down the noise levels due to the DG set, outside his premises, within the ambient noise requirements by proper citing and control measures.

2.5.3. Installation of DG set must be strictly in compliance with the recommendations of the DG set manufacturer.

2.5.4. A proper routine and preventive maintenance procedure for the DG set should be set and followed in consultation with the DG set manufacturer which would help prevent noise levels of the DG set from deteriorating with use.

3.0 Limits of Noise for DG Sets (upto 1000 KVA) Manufactured on or after the 1st January, 2005

3.1 Applicability

3.1.1 These rules apply to DG sets upto 1000 KVA rated output, manufactured or imported in India, on or after 1st January, 2005.

3.1.2 02. These rules shall not apply to –

a) DG sets manufactured or imported for the purpose of exports outside India; and

b) DG sets intended for the purpose of sample and not for sale in India.

3.2 Requirement of Certification

Every manufacturer or assembler or importer (hereinafter referred to as the "manufacturer") of DG set (hereinafter referred to as "product") to which these regulations apply must have valid certificates of Type Approval and also valid certificates of Conformity of Production for each year, for all the product models being manufactured or assembled or imported from 1st January, 2005 with the noise limit specified in paragraph 1.

3.3 Sale, import or use of DG sets not complying with the rules prohibited

No person shall sell, import or use of a product model, which is not having a valid Type Approval Certificate and Conformity of Production certificate.

3.4 Requirement of Conformance Labelling

3.4.1 The manufacturer of the 'product' must affix a conformance label on the product meeting the following requirements:

3.4.1.1 The label shall be durable and legible,

3.4.1.2 The label shall be affixed on a part necessary for normal operation of the 'product' and not normally requiring replacement during the 'product' life.

3.4.2 The conformance label must contain the following information:

- 3.4.2.1 Name & address of the manufacturer (if the address is described in the owner's manual, it may not be included in the label),
- 3.4.2.2 Statement "this product conforms to the Environment (Protection) Rules, 1986",
- 3.4.2.3 Noise limit viz. 75 dB(A) at 1 m
- 3.4.2.4 Type Approval certificate number
- 3.4.2.5 Date of manufacture of the product

3.5 Nodal Agency

- 3.5.1 The Central Pollution Control Board shall be the nodal agency for implementation of these regulations.
- 3.5.2 In case of any dispute or difficulty in implementation of these regulations, the matter shall be referred to the nodal agency.
- 3.5.3 The nodal agency shall constitute a Committee to advise it on all matters; including the disputed matters, related to the implementation of these regulations.

3.6 Authorised agencies for certification

The following agencies are authorized to carry out such tests as they deem necessary for giving certificates for Type Approval and Conformity of Production testings of DG sets and to give such certificates:

- 3.6.1 Automotive Research Association of India, Pune;
- 3.6.2 Naval Science & Technology Laboratory, Visakhapatnam;
- 3.6.3 Fluid Control Research Institute, Palghat;
- 3.6.4 National Aerospace Laboratory, Bangalore;
- 3.6.5 International Centre for Automotive Technology, Manesar, Haryana;
- and
- 3.6.6 National Test House (Northern Region), Ghaziabad, Uttar Pradesh.

3.7 Compliance and Testing Procedure

The compliance and testing procedure shall be prepared and published by the Central Pollution Control Board, with the help of the certification agencies.

4.0 Exemption from the provisions of paragraph 1 and 3, for the products (diesel generator sets upto 30 KVA) purchased by the Ministry of Defence, Government of India.

The products manufactured in or imported into India till 30th April, 2007 for the purpose of supplying to the Ministry of Defence, shall be exempted from the regulations given in paragraphs 1 to 3 above, subject to the following conditions, namely:-

- 4.1 The manufacturer shall manufacture or import the products only after getting purchase order from the Ministry of Defence and shall maintain the record of receipts, production / import, dispatch, etc., for inspection by the Central Pollution Control Board.

4.2 The special dispensation for noise norms shall be only for the mobile Defence vehicles which, with the present design / configuration, cannot carry the gensets with acoustic enclosures.

4.3 Director, Ministry of Defence shall ensure and maintain the serial number of all gensets for the Army and he shall also direct the manufacturers of these gensets to emboss on the engine and the main body of the gensets, the words "For the use of Army only".

4.4 The genset serial number shall be specially assigned by the Ministry of Defence with the request for proposal and contract purchase order and this information shall be forwarded to the Central Pollution Control Board for inspection as and when required.

4.5 Registers shall be maintained at the manufacturers premises and in the Ministry of Defence to ensure that the number of gensets manufactured under special dispensation are not misused.

4.6 The gensets procured under this dispensation shall be operated in the remote areas and not in the cities.

4.7 This shall be a one-time exemption during which the Army shall remodel its vehicles to contain the new gensets and also obtain the necessary Type Approval of the gensets.

5.0 Exemption from the provisions of paragraph 1 and 3 for sixteen Diesel Generator sets of 45 KVA purchased by the Ministry of Defence, Government of India.

The 45 KVA DG sets manufactured in India for the purpose of their use in Mobile Decontamination System for use by the Ministry of Defence shall be exempted from the regulations given in paragraph 1 to 3 above subject to the following conditions, namely:-

5.1 The special dispensation for the noise norms shall be only for the DG sets to be used in Mobile Decontamination System (MDS) by Army which, with the present design/configuration cannot carry the gensets with acoustic enclosures.

5.2 The Director, Ministry of Defence, shall ensure and maintain the serial numbers for sixteen gensets and he shall also direct the manufacturers of these generator sets to emboss on the engine and main body of the gensets, the words "For the use of Army only in Mobile Decontamination System (MDS)"

5.3 A register shall be maintained at the manufacturers premises and in the Ministry of Defence to ensure that only sixteen numbers of 45 KVA gensets are manufactured under special dispensation and are not misused elsewhere.

6.0 Transportation of Diesel Generator Sets (above 250 KVA)

6.1 Diesel Generator set shall be transported after fulfilling the requirement of certification specified in paragraph 3.2 as a complete unit with acoustic

enclosure, or dismantled, with relevant genset number specified on acoustic enclosure and silencer for reassembling at the site of its operation.

6.2 Compliance with the noise norms shall be monitored after reassembling the DG set at the location of the installation by the concerned State Pollution Control Board or, as the case may be, the Union Territory Pollution Control Committee.

4. **Quantity & Estimated Value of Tender :-** The quantity 1 no's Silent Type DG Set 40 KVA along with comprehensive annual maintenance contract for Three years after completion of Two year warranty period.
- (i) Consumables item:- (3 Years)
- (A) Oil Filter
(B) Diesel Filter
(C) Oil
- (ii) After 3 Years
- (A) Oil Filter
(B) Diesel Filter
(C) Oil

Rajasthan Parties shall be given preference as per the rules of Rajasthan Government.

* Turn Key Basis means civil and ancillary work also got done by supplier if required.

5. Total estimated value of tender is approx. Rs. 15.00 Lacs.
6. Supplier should be a manufacturing company/firm.
7. The Bidder would necessarily enclose copy of permanent registration as SSI Unit from the competent authority. If he/she wants to concession in bid security/ performance security are price preference.
8. Bidder should enclosed certificate showing specifying categories of his industry viz micro, small, medium etc.
9. **Rate :-** Single Rates should be quoted in financial bid (Online) on F.O.R. basis for Khara (Bikaner) and Jhotwara (Jaipur) reduction center of RSGSM Ltd. Rate for all three year for Comprehensive Annual Maintenance Contract shall be quoted separately in Financial Bid.
10. **Evaluation :-** The bids will be technically and financially evaluated. In Evaluation the rate of 40/125 KVA DG Set and **Compressive Annual Maintenance Contract** cost may be taken . The Bidder will provide complete Profile of the Company/ organization including audited balance sheets. Details of Plant & Machinery, Capacity utilization, supply and other details (latest three years.). Users to whom supplies have been made in the last two years should be mentioned separately. During evaluation of Financial Bids rate of comprehensive annual maintenance contract will be considered as a part of bid and the lowest bid including CAMC charges of three years will be taken into for consideration.
11. **Payment:**
- a) 85% payment shall be made from Head Office on receipt and successful installation and tasting of 40/125 KVA DG Set, against verified bills by a committee constituted by Head Office which includes an officer from head office, one service engineer/ Lab In Charge and RC Manager.
- b) Balance Payment and Security deposit shall be released after completion of warranty and C.A.M.C. period on the basis of the report by a committee constituted by Head Office which includes an officer from head office, one service engineer/ Lab In Charge and RC Manager against Bank Guarantee of equal amount in favour of Rajasthan State Ganganagar Sugar Mills

Limited, Jaipur Valid for a period of 4 years from the date of issue. The Bank Guarantee shall be treated as retention money. The Bank Guarantee should be of any Scheduled Bank preferably situated at Jaipur.

12. **Scope of Work:** The successful bidder shall erect DG Set 40/125 KVA as per specifications given in the tender document. The supplier shall be liable to erect DG Set 40/125 KVA and transport it to concerning reduction centers. The installation of DG Set 40/125 KVA shall also be carried out by successful bidder, which include unloading of the DG Set 40/125 KVA from vehicle. The successful bidder may inspect site in advance at their own cost before delivery of DG Set 40/125 KVA and may inform us if any specific civil work, electric work, specific quality of gum and specific paper quality of label, are required.
13. **Inspection:** The successful bidder shall inform us as soon as DG Set 40/125 KVA are ready as per specification given in the purchase order for inspection. RSGSM may depute their technical officer to inspect in examine the DG Set 40/125 KVA as per specification given in the purchase order. If the machine is found as per our specification then the machine shall be dispatch to concern reduction center. The RSGSM may reject erected DG Set 40/125 KVA if the same is not as per specification and not successfully working for a period of 60 days and successfully bidder shall be liable for risk, cost and loss to the company as per condition of the tender document.
14. **Warranty and Compressive Annual Maintenance Contract: The supplier firm should provide a warranty of one year from the date of supply and provide compressive annual maintenance contract for the period of Three years after the warranty period. The annual maintenance contract including all the spares required for the machine will be executed with the supplier after completion of warranty period. During period of warranty the machine shall be maintained in running condition and all spares including consumable should also be provided by the successful bidder. No TA/DA will be paid for visit during the period of warranty by the RSGSM. If equipment become non-functional during warranty or CAMC period, the remedial services will have to be given within 48 hours from the intimation of such faults in equipment. If supplier fails to provide remedial services with 48 hours, a penalty of Rs. 1000/- for every one day will be recovered. Action to blacklist could also be taken. No any cost or charges for spare parts, service, and programming shall be paid separately.**
15. No increase in Central Excise duty shall be allowed on the basis of increase in turnover.
16. **Bid security-** Total estimated value of tender is approx. Rs. 15.00 Lacs. Bid security shall be 2% of the estimated value of offered quantity (multiply by estimated value). In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids. 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. Bid securing declaration shall necessarily accompany the sealed bid. The bid security may be given in the form of cash, a banker's cheque or demand draft

Amount of BID SECURITY more than Rs. 10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Tender without appropriate BID SECURITY Shall not be accepted. The Bid Security must remain valid Thirty days beyond or extended validity period of the bid.

The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

The Bid security taken from a bidder shall be forfeited with 18% GST 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.

कुल बिड मात्रा अनुसार रूपये 15.00 लाख व्यय राशि का आकलन किया गया है। (विशेष शर्त संख्या 17) उक्त आधार पर ऑफर मात्रा आंकलन मूल्य की 2 प्रतिशत अमानत राशि के आधार पर सम्पूर्ण बिड मात्रा पर अमानत राशि रूपये 30000/- बनती है।

स्पष्ट किया जाता है कि बिडर द्वारा बिड की विशेष शर्त संख्या 17 अनुसार अमानत राशि जमा कराई जावे। उक्तानुसार जमा अमानत राशि के आधार पर बिड के ऑन-लाईन स्वीकार नही होने की स्थिति में अमानत राशि के कॉलम में रूपये 30000/- वर्णित करें तथा उक्तानुसार गणना करते हुये बिड शर्तों में वर्णित अनुसार वास्तविक अमानत राशि का डी.डी./बी.सी./बैंक गारन्टी की स्केन प्रति बिड प्रपत्र के साथ संलग्न करें।

17. Performance security.- The amount of performance security shall be 5% of the amount of supply order. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the

amount of supply order. Performance security shall be furnished within 15 days from the date of issue of purchase order or at the time of agreement in any one of the following forms-

- (a) Bank Draft or Banker's Cheque of a scheduled bank;
- (b) Amount more than Rs. 10.00 Lac can be deposited by way of DD/B.C./Bank Guarantee. Performance security 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 with 18% GST 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. No adjustment of any previous balance against BID SECURITY will be allowed.

18. The supplier shall have to strictly adhere to supply schedule in case of not maintaining supply as per monthly schedule and shortage of material and material may be procured from any source at any point of time on the risk and cost of the supplier. Under clause 20 { Note (c) } of the general conditions.

19. Bidder shall ensure as per the given specification.

20. Cancellation : In case RSGSM do not require part or entire ordered quantity, due to any reason, it may cancel the part or entire order during the period of contract and/or any extended period, for which no claim of the supplier shall be entertained

21. Any duty, taxes etc. paid at the time of purchase shall be refunded to RSGSM in the event of the sum being held to be not payable.

22. Period – The period of rate contract shall be one year and it can be extended for three months.

23. Management reserves the right to reject the Bid of supplier whose report have been found unsatisfactory any time during the supply contract or Bidders who have been debarred for any reason anytime during the supply contract. Any manufacturer found manufacturing illicit Boxes of RSGSM is liable for legal action by the Company.

24. Management reserves the right to give Bidders applying for the first time a trial order and only after successfully supplying the trial order as per the specification stipulated in the Tender conditions the Bidder may be given further order.
25. Date of receipt of material at the destination shall be considered for calculating recovery of liquidated damages. Technical Bid must be submitted in the Tender Envelope containing the Technical Bid and Financial Bid. The Technical bid along with the BID SECURITY should be kept in a separate Technical Envelope and the financial bid should be kept in the separate Financial Envelope.
26. Bidder who qualifies in Technical Bid, the financial bid would only be opened later on the date to be intimated by RSGSM.
27. The Bidder would necessarily enclose copy of permanent registration as SSI Unit from the competent authority, if applicable.
28. **The supplier should supply all the machines within 45 days of purchase order.**
29. **Comparison of rates of firms outside and those in Rajasthan.-** While tabulating the bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax/GST shall be included in the rates of firms from outside Rajasthan for evaluation purpose.
30. **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 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.
31. **Execution of agreement.-** The bidder shall execute an agreement on a non judicial stamp Paper of 0.25% of amount or value set forth in such contract subject to maximum Rs 15000/- as prescribed by Rajasthan Govt.
32. Digitally signed Scanned copy of Tender documents, DD of Rs. 1180/- including GST of Tender document, DD of Rs. 1000/- for E-Bidding process fees, DD of Bid Security and other relevant documents shall be uploaded separately envelope and BOQ (offered quantity and rate) shall be uploaded separately in Online E-Bid (E-procurement).
33. 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.
34. No counter condition shall be accepted
35. 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
36. Technical bid shall be uploaded with below mention documents :-
 - (a) Scanned copy of Tender Document

(b) Scanned copy of D.D. of E.M.D, Processing fees, Bid Document fee

(c) Attested copy of documents mentioned in Technical Bid Check List

37. The Special Terms & Conditions shall prevail upon where ever the same are in Contradiction with the General Terms & Conditions. In case of dispute regarding interpretation of any terms and conditions in the Tender Document the same should be got clarified by the Bidder before submitting the Tender. At any stage of the Tender decision of the Management shall be final and binding on all the Bidders. Any request for changing of any conditions/quoted price or inclusion of any document etc. After submitting the Tender Document unless called for by written fax shall not be entertained.

Rajasthan State Ganganagar Sugar Mills Limited

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT

1. The bidder shall have to carefully study and understand the conditions, specifications, size, make etc. of the goods to be supplied. If he has any doubt about the meaning of any terms, conditions 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. Tender should be filled with ink. Tender filled by pencil or otherwise shall not be considered. No addition and alteration should be made in the tender, no over writings should be done. Corrections, if any should be done clearly and should be initialed.
3. Bid must be submitted in properly sealed envelope according to the directions given in the tender notice and must reach this office in time and date as notified. Envelope must be inscribed with the subject of tender and name of bidder.
4. Bidders 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 on the basis of power of attorney?
 - d) In case of companies and registered firms, whether signing as Secretary, Manager, Partner, Director, etc. will submit an authorization from the company to do so. A copy of any document under which such authority is given should be forwarded with the tender if a copy has not already been sent to the company.
5. Only such Bidders who are Manufacturer/Distributor/bona-fide dealer into the goods for which they tender shall be eligible.
6. Dealer, who is not registered under the Sales Tax/GST Act, prevalent in the State where his business is located, may not be eligible for Tender. The Sales Tax/GST Registration numbers should invariably be quoted.
7. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his tender may be rejected.
8. The unit rates must not under any circumstances be altered and the rates must be entered in words as well as in figures.
9. (a) Rates quoted must be inclusive of all charges and taxes except Central/Rajasthan Sales Tax/GST which shall be added at the prevailing rates. The Bidder should however indicate whether supply will be made from within or outside Rajasthan. The rates quoted must be F.O.R. Distillery/ Warehouses.

- (b) Any increases in excise duty or any other tax imposed by Central Government or State Government after the due date of the tender will be paid extra. Similarly, any reduction in the excise duty or any other tax after the due date of tender will be paid less to the party
10. The Bidder shall not assign or sublet his contract or any part thereof to any other agency. Subletting may be allowed by the Company provided that the sublet is a registered firm under the Rajasthan Sales Tax Act/GST.
 11. The Bidder should Sign the Bid Form at the end of each page as token of his acceptance of all the terms and conditions of the Bid. An affidavit on Rs. 100/- non judicial stamp paper duly notarized for acceptance of all the terms and conditions of the bid document.
 12. The tender must be accompanied by an Bid Security equivalent to 2% (0.5% in case SSI/Cottage industries registered with Industries Department of Rajasthan) of the estimated value of the items tendered or the supply to be made by him, without which the tender shall not be considered. The bid security should be deposited by the bidder in one of the following forms only.
Bank Draft / Pay Order of any Scheduled Bank in favour of 'Rajasthan State Ganganagar Sugar Mills Limited,' payable at Jaipur.

NOTE :

1. The rates should be uploaded separately in Online-tender (E-procurement) and DD should be in a separate sealed cover.
 2. The Bid Security will be refunded to unsuccessful Bidder after final acceptance of the tender whereas in case of successful Bidder, it will be treated as part of the Performance Security Deposit.
13. No request for adjustment of outstanding claim of any kind against the company towards BID SECURITY/Performance Security will be entertained, and failure to deposit the BID SECURITY in full amount will always result in cancellation of tender.
 14. Successful Bidders 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/Pay order in favour of the Rajasthan State Ganganagar Sugar Mills Ltd. within 15 days or any other specified period from the date of issue of purchase order. The purchase order duly accepted & signed by the Bidder shall be an agreement for supply. The security money will be refunded within six weeks after the expiry of the rates after completion of the contract. No interest will be paid by the Company on the security money. If a Bidder 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 Bid Security in part or in full at the discretion of the Director In-charge for reason to be recorded.

15. TENDER SHALL BE VALID

- i) 90 days from the dead line for submission of Bids.
 - ii) After a tender has been accepted, the rate shall remain valid through out the financial year or for the period for which tenders are invited whichever is later.
16. 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.
17. The tenders should be submitted along with samples, if required.
18. Repeat Order - The limits of repeat order shall be 50% of the value of goods as well as time of the original contract.
19. The time specified for supply of item shall be deemed to be the essence of the contract and the successful Bidder shall arrange supply/work within that period on receipt of work/supply order from the Company

20.

- (i) If the contractor fails to execute the order/contract within the period specified in the tender, 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/Distributor or similar reasons which the Director In charge of RSGSM Ltd. may feel valid for an extension of the time, may extend the period without charging any liquidated damages. His decision shall be final regarding the sufficiency or otherwise for extension of time.
- (ii) If the Bidder fails to execute the order/contract within the period specified in the tender, the Director In charge of RSGSM Ltd may at his discretion allow extension of time subject to recovery from the Bidder as liquidated damages 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 exceeding the period equal to the prescribed delivery period – 10% + 18% GST.

Notes :

- (a) Fraction of a day in reckoning the period of delay in supply shall be eliminated if it is less than half a day.
- (b) The maximum amount of liquidated damages shall be 10% + 18% GST.
- (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.

21. When the Performance security in full or in part is proposed to be forfeited + 18% GST, a notice will be given to the bidder to explain within 10 days as to why the security money should not be forfeited for failure in completing the supply in time.
22. 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.
23. The Mode of payment shall be according to special conditions of contract enclosed herewith. Normally, 100% payment is released after acceptance of supply and on receipt of verified bills at Head Office.
24. Remittance charges on payment made to firms except through cheque will be borne by the supplier unless specifically agreed by the Company.
25. All legal proceedings, arising out of this contract shall be subject to the jurisdiction of the courts situated at Jaipur city only.
26. Direct or indirect canvassing on the part or bidders or their representatives will disqualify them.
27. In case of any dispute arising out of any matter related to the tender/contract/agreement, the matter will be referred to Sole Arbitrator appointed by Director In charge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
28.
 - (i) The company reserves the right to accept any tender not necessarily the lowest any tender without assigning any reason and accept any tender for all or anyone or more of the goods for which the tender has been given.
 - (ii) If the bidder resiles from his offer or offers new terms after opening of the tender, his Bid Security is liable to be forfeited.
 - (iii) The submission of more than one tender and under different names is prohibited.
 - (iv) Any relationship or business connection that may exist between bidder and any official of the Rajasthan State Ganganagar Sugar Mills Ltd., Should be declared. If this information is found to have been suppressed, then contract,

if any, entered into may be cancelled forthwith without notice and compensation and any amount may have been deposited will be forfeited and credited to the Company.

29. Specifications (if any) of the items for which tenders are invited are enclosed with this document.

TECHNICAL BID (CHECK LIST)

To be filled by the bidder

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

1	Name of the Manufacturer	
2	Name of the Owner (Enclose verification from respective bank/ Partnership Deed/Memorandum of Articles and Association etc.)	
3	Address:- 1. Office Address, Phone No, Fax No, Email 2. Factory Address Phone No, Fax No, Email	
4	Manufacturer (Enclose copy of Factory License in case of manufacturer)	
5	Whether Registered with the Industries Department (if yes kindly indicate number with date and validity of SSI Industries along with filled for which SSI certificated held) (Enclose Copy of Permanent SSI Unit Certificate or equivalent)	
6	Factory owned or taken on lease/ Rent (Copy of Ownership / Lease Deed registered with competent authority)	
7	Power/ Electric Connection (Copy of latest Electricity Bill, also confirm whether there is Captive Power facility or not)	
8	GSTIN (Registration with the Sales Tax Department) (Enclose Copy of Certificates of GSTIN)	
9	GST clearance certificate from the concerning commercial taxes officer with the date of issue of the certificate (Enclose copy of latest Certificate)	
10	Latest GST challan/Return (Enclose Payment copy of latest Challan of last quarter)	
11	Income Tax Permanent Account No. (Enclose copy of PAN No.)	
12	BID SECURITY Submitted (Mention Details of DD)	Bid amount Rs. DD No. _____ Dated _____
13	Affidavit as per Tender Condition no. 11 of General terms and conditions (On Rs 100/- non judicial stamp Paper duly Notarized)	
14	Affidavit for SSI Unit (On Rs 100/- non judicial stamp Paper duly Notarized)	

15	Copy of last three years annual accounts	
16	List of buyers who have purchase DG Set 40/125 KVA during last three years.	1. 2. 3. 4.

Please Note :

1. All the Copies Submitted should be self attested with seal
2. If required documents not submitted then mention the reason of non-submission of documents

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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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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Annexure D : Additional Conditions of Contract

1. Correction of arithmetical errors

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

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

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

2. Procuring Entity's Right to Vary Quantities

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

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

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

List of Reduction centre of RSGSM

Annexure -E

S. No	<u>Name of Reduction centre</u>
01.	Khara (Bikaner)
02.	Jhotwara (Jaipur)

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

Manufacturer's Authorization

NIB. NO. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03

Dated 06.04.2018

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

WHEREAS

We, who are official manufacturers of subject matter of procurement 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 corrugated boxes manufactured by us _____ and to subsequently negotiate and sign the Contract.

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

Name _____

In the capacity of : _____

Signed _____

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

Tel: _____ Fax: _____ e-mail _____

Date _____

(Shall be submitted along with the Bid Security)

Technical Bid Submission Sheet

NIB. NO. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03

Dated 06.04.2018

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 corrugated boxes for Glass Nips
- (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 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 subcontractors 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: _____

(Shall be submitted along with the Bid Security)

RATE CONTRACT AGREEMENT

This Agreement is made on the ___ day of _____ 2018 between **Rajasthan State Ganganagar Sugar Mills Limited** having its Head Office at 4th Floor, Nehru Sahkar Bhawan, Bhawani Singh Road, Jaipur - 302006. (Hereinafter referred to as '**RSGSM**') –

FIRST PARTY

AND

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

SECOND PARTY

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 one year from _____ to _____ RSGSM reserves the right to increase period of rate contract on same rate, terms & conditions & further extend the duration up to _____ as per requirement of RSGSM. Supply schedule may be issued in aforesaid period.
3. That the Bid Document as submitted by the Bidder 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. RSGSM/DG Set/ Open Competitive Bid/2018-19/ Pur/03 Dated 04.04.2018 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.
5. Purchases Order No. _____ dated _____ issued by the RSGSM and appended to this agreement shall also form part of this agreement.
6. (i) 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 RTGS/Cheque/D.D 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.
(ii) The mode of Payment will be as specified below:-
 - a) 85% payment shall be made from Head Office on receipt and successful installation and tasting of 40 KVA DG Set, against verified bills by a committee constituted by Head Office which includes an officer from head office, one service engineer/ Lab In Charge and Unit/ RC Manager.
 - b) Balance Payment and Security deposit shall be released after completion of warranty and C.A.M.C. period on the basis of the report by a committee constituted by Head Office which includes an officer from head office, one service engineer/ Lab In Charge and Unit/ RC Manager against Bank Guarantee of equal amount in favour of Rajasthan State Ganganagar Sugar Mills Limited, Jaipur Valid for a period of 4 years from the date of issue. The Bank

Guarantee shall be treated as retention money. The Bank Guarantee should be of any Scheduled Bank preferably situated at Jaipur

7. The Bidder shall be responsible for proper standard packing so as to avoid damage in transportation and deliver material in good condition to all the respective reduction centers/units. In the event of any loss, damages, breakages or leakages or any shortages found by the checking / inspecting staff at the reduction center/unit the same shall be debited to the tender.
8. The RSGSM reserves the right to reduce or altogether cancel the approved quantity of supply. The RSGSM shall not be liable for any claim by the Bidder in such an event.
9. The Bidder shall make supplies as per the given specification and in accordance with the time given in the supply schedule to the respective reduction centre/units as per orders placed to them.
10. (i) Should The contractor fail to execute the order/contract within the period specified in the Bid Document / supply schedule, and if such failure to deliver/complete in prescribed time as aforesaid have risen 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 Director In charge 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.

(ii) Should the Bidder fail to execute the order/contract within the period specified in the Bid Document/ Supply Schedule. The Director In charge may at his discretion allow extension of time, subject to recovery from the Bidder as liquidated damages and not by way of penalty, as 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 on fourth period of the prescribed delivery Period.	2 ½% + 18% GST
(b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5% + 18% GST
(c) Delay exceeding one Half but not exceeding three fourth of the prescribed delivery period.	7 ½% + 18% GST
(d) Delay exceeding three fourth of the prescribed delivery period.	10 % + 18% GST

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% + 18% GST.

(iii) 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 and get the work done from the open market without 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 loss or 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 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.

11. Arbitration Clause. In case of any dispute arising out of any matter related to the tender/contract/ agreement, the matter will be referred to Sole Arbitrator appointed by Director Incharge, RSGSM whose decision shall be final and binding on both the parties. The place of arbitration shall be Jaipur. The fees and other expenses of the arbitrator shall be borne by both parties equally.
12. 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.
13. That this Agreement shall bind the above party and their respective heirs, representatives & assigns. In witness there of the RSGSM and the Bidder have here unto set and subscribed their respective signatures in the presence of following witnesses:-

For M/s. _____

Authorized Signatory

Witness

1. _____

2. _____

Dy. General Manager (Purchase)

RSGSM, Jaipur

Witness

1. _____

2. _____

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