## RAJASTHAN STATE GANGANAGAR SUGAR MILLS LIMITED

## $Regd.\ Office: 3^{rd}\ Floor,\ CoERRA,\ Near\ Aranya\ Bhawan,\ Jhalana\ Dungari-\ 302004$

## CIN-U15421RJ1945SGC000285

**RAJASTHAN** 

Tel. No. 0141-2740841Website: www.excise.rajasthan.gov.in E-mail:dgmpurchase.rsgsm@rajasthan.gov.in

## **Short Notice Inviting E-bid**

## RATE CONTRACT OF SILENT TYPE 125 KVA DG SET FOR AJMER AND BIKANER RC

Single Stage

Two Part Bid

## Part I

## **TECHNICAL BID**

(To be submitted duly filled along with the Bid)

### NIB. NO. RSGSM/DGSET/RC/2023-24/Pur/18

### Date 07.08.2023

Pre-bid meeting	:	On 08.08.2023at 3.00 p.m.
Start date of submission of bid	:	From 10.08.2023 at 01.00 p.m.
Last date/time for download of bid document	:	Till 16.08.2023up to 6.00 p.m.
Last date/ time of upload of the bid	:	Till 16.08.2023up to 6.00 p.m.
Date and time of opening of the technical bid	:	On 17.08.2023at 3.00 p.m.
Price of bid document	:	Rs. 2360/- including GST
Processing fee for e-procurement charges	:	Rs.500/-
Date and time of opening of the financial bid	:	To be intimated through eproc automated
		messaging system

Regd. Office: 3<sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

Tel. No.: 0141-2740841 Fax: 0141-2740676 Email ID: dgmpurchase.rsgsm@rajasthan.gov.in

#### SHORT NOTICE INVITING BIDS

#### NIB. NO. RSGSM/DGSET/RC/2023-24/Pur/18

Dated 07.08.2023

1. Online single stage unconditional e-bids are invited for the procurement of silent type DG set from manufacturer/authorized dealer/distributoron F.O.R. basis at various reduction centers of RSGSM up to 6.00 pm on 16.08.2023as listed below: -

S	Name of	Specifications	Quantity	Bid	Validity	Place of
ľ	I article		-	Security	period of bids	delivery
1	Silent Type	As given in bid	02 no's	2% of	90 days	a) Ajmer
	DG Set 125	document		Estimated		b) Bikaner
	KVA with 2			Bid Value		
	vr. CAMC					

- 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 सिगनेचर सर्टिफिकेट (DSC, Type-III),इन्फोरमेशन टेक्नोलॉजी एक्ट— 2000 के तहत प्राप्त करना होगा जो इलेक्टॉनिक 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 बिड दाताओं के पास E-Procurement Portal के लिए पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, उन्हें नया डिजिटल सिग्नेचर सर्टिफिकेट लेने की आवश्यकता नहीं हैं।
  - ख बिडर को बिड प्रपत्र इलेक्टॉनिक फार्मेट में उपरोक्त वेबसाइट पर डिजिटल साइन के साथ प्रस्तुत करना होगा।
  - ग इलेक्ट्रोनिक 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।
  - घ कोई भी बिड इलेक्ट्रोनिकी फार्मेट में जमा कराने में किसी कारण से विलम्ब हो जाता है तो उसकी जिम्मेदारी आरएसजीएसएम की नहीं होगी।
  - ङ बिड प्रपत्रों 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।
  - छ बिडर, यदि आवश्यक हो तो, ऑनलाईन बिड सबिमशन के प्रशिक्षण हेतु सूचना प्रोद्यौगिकी एवं संचार विभाग, प्रथम तल, योजना भवन, तिलक मार्ग, जयपुर के ई—प्रोक्यरमेन्ट सेल हेल्पडेस्क न. 0141—4022688, ई—मेलः eproc@rajasthan.gov.in वेबसाईटः www.eproc.rajasthan.gov.in से सम्पक्र कर सकते है।
  - 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 (RSGSM Ltd. payable at Jaipur के पक्ष में), बिड प्रोसेसिंग शुल्क, बोली प्रतिभूति राशि (RSGSM Ltd. payable at Jaipur के पक्ष में) के डिमाण्ड ड्राफ्ट / बैंकर्स चैक / ऑनलाईन जमा विवरणी एवं एनेक्सर 'बी' (रू. 100 / के नॉन ज्यूडिशियल स्टाम्प पेपर पर) ऑफलाईन बन्द लिफाफे में बिड प्रस्तुतीकरण की अन्तिम तिथि एवं समय तक क्रय अनुभाग, आरएसजीएसमएम, COERRA अरण्य भवन

के पास, झालाना में जमा कराना होगा, ऑनलाईन जमाकर्ती ई—मेल से भी सूचित कर सकेगें। अन्य कोई भी दस्तावेज ऑफलाईन स्वीकार नहीं किये जावेगें।

- স Bidders may also pay the fee online before the due date and upload the details online:
  - 1) Online payment towards bid fee, processing fee and bid security shall also be accepted along with the other methods mentioned in the bid. The bidders may deposit the requisite fee through NEFT/RTGS in the following bank account of RSGSM and upload copy of the deposition slip with details (viz. name of depositor, amount with break-up of the three types of fee, bank branch, bank transaction number, date, etc.) for verification:

Beneficiary Name:	Rajasthan State Ganganagar Sugar Mills Ltd., Jaipur
Beneficiary Account Number:	25220200001309
Bank Name:	Bank of Baroda
Branch Name:	Bais Godam, Jaipur Branch
IFS Code:	BARB0INDBAI

Note: Bid processing fee and bid document fee shall be deposited separately i.e. single payment shall not be made; instead separate payment should be done.

ट बिडर यह भी सुनिश्चित करे कि बिड संबंधी एवं चैक—लिस्ट अनुसार सभी दस्तावेजों की सत्यापित प्रति एवं बिड प्रपत्र पूर्ण रूप से भरकर हस्ताक्षरित एवं मोहरबंद कर ऑनलाईन वेबसाईट www.eproc.rajasthan.gov.in पर आवश्यक रूप से अपलोड करें। ऐसा करने में असफल पाये जाने पर बिडर को तकनीकी आधार पर अयोग्य घोषित किया जा सकेगा।

Dy. General Manager (Purchase)

Regd. Office: 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

Tel. No.: 0141-2740841 Fax: 0141-2740676 Email ID: dgmpurchase.rsgsm@rajasthan.gov.in

#### **E-BID NOTICE**

NIB. NO. RSGSM/DGSET/RC/2023-24/Pur/18

Dated 07.08.2023

Bids for silent type 125KVA DG setare invited from interested bidders up to 6.00 p.m. of 16.08.2023. Other particulars of the bid may be visited on the procurement portal (http://eproc.rajasthan.gov.in, http://sppp.rajasthan.gov.in) of the state; http://excise.rajasthan.gov.in/, departmental website.

UBN:

Dy. General Manager (Purchase)

Ins	tructions to Bidders:	
1.	Nib no.	RSGSM/DGSET/RC/2023-24/Pur/18
2.	Procuring entity	Rajasthan State Ganganagar Sugar Mills Ltd.
3.	Subject matter of procurement	Silent Type 125KVA DG Set.
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. 500/- 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	Dy. General Manager (Purchase)
	(for clarification purposes only)	3 <sup>rd</sup> Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004 Tel. 0141-2740841 Fax :0141-2740676 Email Id : dgmpurchase.rsgsm@rajasthan.gov.in
6.	The pre-bid meeting	On 08.08.2023at 03.00 p.m.
7.	The language of the bid is	English and/or Hindi
8.	Documents required to be submitted along with technical bid	As detailed intechnical bid check list
9.	Bid validity period	90 days from the opening of technical bids
10.	Bid security	2% of Estimated Bid Value
11.	Valid authorization for authorized signatory of bid documents	Power of attorney/ board resolution/letter of authorizationunder signature of competent authority on the Letter Head of thecompany/firm.
12.	Downloading of bids	From Rajasthan Government's portal www.eproc.rajasthan.gov.in up to 6.00 p.m. on 16.08.2023
13.	Submission of bids	On Rajasthan Government's portal <a href="https://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> Up to 6.00 <b>p.m.</b> on <b>16.08.2023</b> . Electronic submission of bid is mandatory. Bids received after the specified time and date shall not be accepted.
14.	Opening of bids	Board room of RSGSM, Regd. Office: 3rd Floor, CoERRA,
	(a) Technical bid	Near Aranya Bhawan, Jhalana Dungari- 302004 at 03.00 p.m. on 17.08.2023 (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	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.	Appellate authority	First: Joint Secretary, Finance (Excise) Department, Secretariat, Jaipur.  Second: Secretary, Finance (Budget) & Commissioner, Agriculture.
	I/ we	

I/ we	(name of the bidder) in the capacity of
(designation) as bidder have read the instr	uctions, nib and all the terms and conditions of bid
annexed hereto carefully and agree to abid	le by all the terms and conditions and have digitally
signed and serially numbered all the pages	in token of acceptance thereofdetails 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	i
Factory	·
Fax (with STD code)	·
E- Mail ID	·
Mobile :	·

## Rajasthan State Ganganagar Sugar Mills Limited Website if any **Statuary Details GSTN** PAN Bid processing Fee DD/BC No./online&amount : \_\_\_\_\_\_ Bid fee DD/BC No./online&amount Bid securitydeclaration 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 Place: \_\_\_

(Attach sheets where-ever necessary and strike out whichever is not applicable)

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

Regd. Office: 3rd Floor, CoERRA, Near Aranya Bhawan, Jhalana Dungari- 302004

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

Important instruction:- The law relating to procurement "The Rajasthan Transparency in Public Procurement Act, 2012" [hereinafter called the act] and the "Rajasthan Public Procurement Rules, 2013" [hereinafter called the rules] under the said act have come into force which are available on the website of state public procurement portal http://sppp.rajasthan.gov.in. Therefore, the 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. Quantity and specifications:

Sn	Type	Quantity	Estimated	Place of delivery	Specifications
		in no's	cost		
1	Silent Type DG	2 no's	₹ 20.88 lacs	a) Ajmer	Annexure "H"
	Set 125 KVA with			b) Bikaner	
	2 years CAMC				

- 2. Bid Security: Total bid cost has been estimated ₹ 20.88 Lakhs. Intending bidder interested in subject matter of procurement then such bidder shall have to submit bid security amount ₹ 2% of estimated bid value i.e. ₹ 42000.
- 3. Supplier should be a manufacturer/authorized dealer/distributor.
- 4. The Bidder would necessarily enclose copy of permanent registration as MSME unit from the competent authority if theywant to concession in performance security.
- 5. Bidder should enclose certificate showing specifying categories of his industry viz micro, small, medium etc.
- 6. **Rate:** -Single rates should be quoted in financial bid (online) on F.O.R. reduction center of RSGSM Ltd. Rate for all two year for comprehensive annual maintenance contract (CAMC) after guarantee/ warrantee periodshall be quoted separately in Financial Bid.
- 7. **Evaluation:** The bids will be technically and financially evaluated. In Evaluation the rate of 125KVA DG Set and two years comprehensive 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 two years will be taken into for consideration.

### 8. Payment forDG set: -

- a) 80% payment of DG set shall be made from head office on receipt and successful installation and tasting of 125KVA DG Set, against verified bills by a committee constituted by head office which includes A. En., RC incharge and accounts person of RC.
- b) Balance 20% payment and performance security deposit shall be released after four-year includes guarantee/ warranty period of two years from date of commissioning of such machine and two year CAMC subject to its successful performance during this period. However, balance 20% payment may be released against bank guarantee of equal amount in favor of RSGSM valid for a period of 52 months.
- 9. **Payment for CAMC period**: The payment of CAMC shall be made on yearly basis on production of satisfactory performance of machine during the quarter after statuary deduction at source if any.
- 10. **Scope of Work**: The successful bidder shall erect DG set 125KVA as per specifications given in the bid document. The supplier shall be liable to erect DG set 125KVA and transport it to concerning reduction centers. The installation of DG set 125KVA shall also

be carried out by successful bidder, which include unloading of the DG Set 125KVA from vehicle. The successful bidder may inspect site in advance at their own cost before delivery of DG set 125KVA and may inform RSGSM well in time if any specific civil work, electric work.

- 11. **Inspection**: The successful bidder shall inform us as soon as DG Set 125KVAare ready as per specification given in the purchase order for inspection. RSGSM may depute their technical officer to inspect in examine the DG Set 125KVA 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 125KVA 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 bid document.
- 12. Warranty/ guarantee and comprehensive annual maintenance contract: The supplier firm should provide a warranty/ guarantee of two year from the date of commissioning and provide comprehensive annual maintenance contract for the period of two years after the warranty/ guarantee period of two years. The annual maintenance contract including all the spares required for the machine will be executed with the supplier after completion of warranty/ guarantee period. During period of warranty/ guarantee 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.
- 13. Bidder shall ensure as per the given specification.
- 14. 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
- 15. 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.
- 16. 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.
- 17. bidder who qualifies in technical bid, the financial bid would only be opened later on the date to be intimated by RSGSM.
- 18. The supplier should supply all the DG set within 45 days of purchase order.
- 19. No counter condition shall be accepted
- 20. If there is any contradiction in provision of general terms and conditions and that of in special terms & conditions, then provision of special terms & conditions shall prevail. In case of dispute regarding interpretation of any terms and conditions in the bid document the same should be got clarified by the bidder before submitting the bid. At any stage of the bid process, the 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 etcafter submitting the bid document, unless called for by procuring entity in writing, shall not be entertained.
- 21. बिड में वर्णित अलग—अलग मद के लिये मदवार प्राप्त मूल दर मय सीएएमसी (जीएसटी रहित) के आधार पर मदवार पृथक—पृथक एल—1 का निर्धारण किया जावेगा।
- 22. The bidder firm should have average annual turnover of 07 lakhs in last 3 financial year i.e. 2020-21, 2021-22, 2022-23 [CA certificate].
- 23. Please read carefully and comply:-

**Annexure A:** Compliance with the code of integrity and no. conflict of interest

**Annexure B:** Declaration by bidders

**Annexure C:** Grievance redressal during procurement process

**Annexure D:** Additional conditions of contract

- 24. Technical bid shall be uploaded with documents as mentioned below:-
  - (a)Scanned copy of bid document.
  - (b)Scanned copy of D.D./BC/online of bid security, processing fees, bid form fee.
  - (c)Attested copy of documents mentioned in technical bid check list.

## Rajasthan State Ganganagar Sugar Mills Limited GENERAL TERMS & CONDITIONS OF BID 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 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 0.5% 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.
- 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 shall necessarily accompany the sealed bid.
- 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 reinvited.

- 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-

- a) Performance security shall be solicited from all successful bidders except the department's of the state government and undertakings, corporations, autonomous 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 **five percent**, or as may be specified in the bidding documents, 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 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.

- c) Performance security 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 bankshall 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 with in 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

- a. 90 days from the date of opening of technical.
- 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:**

- (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,then bidder will debarred/ suspended from being eligible for bidding in any contract with RSGSM Ltd., for the period of three years starting from date of opening of technical bid.
- 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:-
  - (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.

## TECHNICAL BID (CHECK LIST)

## To be filled by the bidder and upload

(Information to be provided along with the bid documents)

1	Name of the bidder	
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/authorized dealer/distributor	
•	(Enclose copy)	
5	Whether registered with the Industries Department	
	(if yes kindly indicate number with date and validity	
	of MSME Industries along with filled for which	
	MSME certificated held)	
	(Enclose copy of permanent MSMEunit 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)	
10	Latest GST challan/return	
	(Enclosepayment copy of latest challan of last quarter)	
11	Income tax permanent account no.	
	(Enclose copy of PAN)	
12	Bid security	
	(Mention DD Details)	
14	Affidavit as per annexure "B" of bid document	
	(On Rs 100/- non judicial stamp paper duly notarized)	
15	Copy of last three years annual accounts	
16	Supporting documents as per special condition no. 22	
	a) The bidder firm should have average annual	
	turnover of 07 lakhs in last 3 financial year.	
17	List of buyers who have purchase DG Set 125KVA	
	during last three years.	
18	Duly signed and sealed bid document	

## **Please Note:**

- 1. All the copies submitted should be duly attested/certified by a self-attested/gazette officer/notary public / oath commissioner)
- **2.** Please submit all above required documents necessarily.

## 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.

## 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	er Section 7 of Rajasthan Transparency in Public
Procurement Act, 2012, that:	
1. I/we possess the necessary professional,	the necessary professional, technical, financial and managerial resources and
competence required by the Bidding Do	cument issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to p	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 jud	dicial officer, not have my/our business activities
· · · · · · · · · · · · · · · · · · ·	roceedings for any of the foregoing reasons;
• • •	officers not have, been convicted of any criminal
	conduct or the making of false statements or
	ations to enter into a procurement contract within
• • •	emmencement of this procurement process, or not
have been otherwise disqualified pursua	
•	as specified in the Act, Rules and the Bidding
Document, which materially affects fair	
Document, which materially affects fair	competition,
Date:	Signature of bidder
Place:	Name :
	Designation:
	Address:

# 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

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;

grounds on which he feels aggrieved:

- (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.

(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.

	Memorandum of Appeal under the Rajasthan Transparency in Public Act, 2012	FORM No. 1 [See rule 83] Procurement
	Appeal Noof	
	Before the	
	1. Particulars of appellant:	
	(i) Name of the appellant:	
	(1) Name of the appenant.	
	(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:	
_		
	Number of affidavits and documents enclosed with the appeal:	_
6.	Grounds of	appeal:
	(Suppo	rted by an
	affidavit)	
	7.	Prayer:
	Place	
	Date	
	Appellant's Signature	

Doc1

**Annexure D : Additional Conditions of Contract** 

#### 1. Correction of arithmetical errors

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during evaluation of financial bids on the following basis:

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

If the bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

#### 2. Procuring entity's right to vary quantities

- i. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the bidding document. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of contract.
- ii. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- iii. In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 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.

Annexure 'E'

ManufacturersAuthorization (In case of procurement valuing more than Rupees 10 lakh)

#### Manufacturersauthorization

NIB. NO. RSGSM/DGSET/RC/2023-24/Pur/18 Dated: 07.08.2023 To, The DGM (Purchase) RSGSM Ltd. Jaipur. WHEREAS We, who are official manufacturers of subject matter of procurement having factories at \_\_\_\_\_\_to submit a bid in relation to the invitation for bids indicated above, the purpose of which is to provide subject matter of procurement, 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: Duly authorized to sign the authorization for and on behalf of \_\_\_\_\_ Tel: \_\_\_\_\_\_e-mail \_\_\_\_\_e

Date \_\_\_\_\_

Annexure 'F'

#### **Technical Bid Submission Sheet**

NIB No.RSGSM/DGSET/RC/2023-24/Pur/18

Dated 07.08.2023

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 inaccordance with the supply schedule given from time to time for supply of subject matter of procurement.
- 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 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:

Annexure 'G' SR FORM-17

## AGREEMENT (See Rule 68)

An agreement made thisday ofbetween
successors, executors and administrators of the one part and <b>the Rajasthan</b>
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 ir
(1) Cash/Bank Draft/Bank Guarantee /Banker Cheque
(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 agreen	nent.							

(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) <sup>-</sup>	The mod	e of Payn	nent will be	as specified	below:
------------------	---------	-----------	--------------	--------------	--------

1	 	 	 
2.			
າ _			

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

a)	w.e.f.	date of	execution	of	agreement i.	e	to	up t	O	one	year
	i.e										

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 tenderer has failed to supply:-

S.	Items Quantity	Delivery
No.		period
a)	Delay upto onefourth period of the prescribed	21/2% +
	delivery period.	18% GST
b)	Delay exceeding one fourth but not exceeding half of	5% + 18%
	the prescribed delivery period.	GST
c)	Delay exceeding half but not exceeding three fourth	71/2% +
	of the prescribed delivery period.	18% GST
d)	Delay exceeding three fourth of the prescribed	10% +
	delivery period.	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 tenderer.
- 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 of ......202......

Signature of the approved supplier.

Signature for and on behalf of Rajasthan State Ganganagar Sugar Mills Ltd.

Dy. General Manager (Purchase)

Date:

Witness No. 1

Date:

Witness No. 1

Witness No.2

Witness No.2

## Annexure-H

### Annexure-H

## **SPECIFICATIONS FOR Silent Type 125 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.
- (e) Engine instrument panel shall be comprising of starting switch & key, lub. oil temperature & pressure gauges, water temp. gauge (for water cooled engines), RPMindicator & 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:
  - i. <u>Plat Form:</u> A approximate plat form of 14'x6'x2' with plane flooring provided by bidder it self at its own cost.
  - ii. **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 itself at its own cost..
  - iii. <u>Cable :-</u>3.5/4 core aluminum armored cable of 120 sqmm for 125KVA DG set approximate cable required is 25m to 30m. with each DG set.
  - iv. <u>Change Over Switch</u>:-One change over switch of 250 amp four pole of standard ISI com. For 125 KVA DG set of standard ISI change over switch required for each DG set provided by bidder itself.

#### 1. 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	

## **Detailed technical Specification for 125 KVA DG set**

Technical Data	125 KVA@1500 RPM
No. of Cylinders and configuration	In-line 6
Method of operation	4-stroke
Bore, mm(in)	104 (4.094)
Stroke,mm(in)	113 (4.448)
Displacement ,Ltrs	5.76
Compression Ratio	16.5 <b>±</b> 0.5:1
Fuel Tank Capacity approx. Ltr	230
Coolant Capacity approx Ltr.	20
Lube oil Capacity	17.5

DG weight approx.	187/	4 kg			
Performance	107-	T Kg			
With fan, KW(hp) at:	KW	HP			
Prime Power	116 155.5				
Max stand by Power	127.6	171.11			
Fuel System					
<b>Fuel Consumption at prime mover</b>	g/KWH	Lit/Hr			
75 %	223	21.6			
Governing	Governing Electronic-A0 class				
Oil Change period	600 Hours or 1 year o	s or 1 year or which ever is earlier			
Starting system/battery	12V/90 AH				
Safety Protection					
Safety protection HWT	Y	es			
Safety protection for low lube oil pressure	Yes				
trip					
Safety protection for overspeed trip	Y	es			
Safety protection for low fuel level	Safety protection for low fuel level Yes				
DG size					
Length (mm)	31	00			
Width (mm)	13	00			
Height including base (mm)	17	00			

PRIME MOVER PERFORMANCE	1500 r.p.m.			
Service	Power (2)			
Rated Output (1)	HP	155.5		
Manufacturer	Ashok Leyland/Sudhir/Mahindra/Kriloska			
Cyl. No.	6 – in line			
Bore/Stroke:	mm	104X113		
Total Displacement	L	5.76		
Compression ratio	16.5 <b>±</b> 0.5:1			
Injection	Direct			
4 stroke Diesel Engine – Induction system	Turbo Charged Intercooler			
Speed Governor	Electronic			

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

- b. Flexible pipe

### vi. Starting System/Battery

- a. Electric starter
- b. Battery 12 V/90Ah

#### (D) SYNCHRONOUS GENERATOR\*

Nominal Power	KVA 125
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 ± 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:

• 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/OUTSIDE** 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 (125KVA)

Soundproof version in canopy:

Length	M	3100
Width	M	1300
Height	M	1700
Dry weight (with standard accessories)	K	1874
Bry weight (with standard decessories)	11	kg

#### (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.

#### 2. 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 1<sup>st</sup>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 1<sup>st</sup>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 minimum25 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 enclosurel 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 manufacturers 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.
- 3.0Limits of Noise for DG Sets (upto 1000 KVA) Manufactured on or after the 1<sup>st</sup> 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 1" 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 inIndia.

## 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 1" 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 limitviz. 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, Visakhapatanam;
- 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.

4.0Exemption 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 30" 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.
- 4.2The special dispensation for noise norms shall be only for the mobileDefence 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'.
- 4.4The 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.
- 4.6The gensets procured under this dispensation shall be operated in the remote areas and not in the cities.
- 4.7This 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.
  - 4.1 gensets are manufactured under special dispensation and are not misused elsewhere.
- 5.0 Transportation of Diesel Generator Sets (above 250 KVA)
  - 5.1 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.

- 5.2 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.
- 3. **Quantity & Estimated Value of Tender :-**The quantity 02 no's Silent Type DG Set 125 KVA along with comprehensive annual maintenance contract for two years after completion of Two year warranty period.
  - (i) Consumables item:- (02 Years)
    - (A)Oil Filter
    - (B) Diesel Filter
    - (C) Oil
  - (ii) After 02 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.